



# भारत का राजपत्र The Gazette of India

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No. 21]

NEW DELHI, MAY 19—MAY 25, 2019, SATURDAY/VAISAKHA 29—JYAISTHA 4, 1941

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 3 अप्रैल, 2019

**का.आ. 825.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, सेन्ट्रल बैंक आफ इंडिया के महाप्रबंधक, श्री अजय व्यास (जन्म तिथि 15.8.1962) को पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूको बैंक में कार्यपालक निदेशक के रूप में नियुक्त करती है।

[फा. सं. 4/5/2018-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 3rd April, 2019

**S.O. 825.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Ajay Vyas (DoB: 15.8.1962), General Manager, Central Bank of India as Executive Director, UCO Bank, for a period of three years with effect from the date of assumption of office, or until further order, whichever is earlier.

[F. No. 4/5/2018-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 15 अप्रैल, 2019

**का.आ. 826.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, विजया बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) श्री आर. ए. संकरा नारायणन (जन्म तिथि 23.1.1960) को दिनांक 1.4.2019 को या इसके पश्चात कार्यभार ग्रहण करने की तारीख से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख अर्थात् 31.1.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, केनरा बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) के पद पर नियुक्त करती है।

[फा. सं. 4/4/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 15th April, 2019

**S.O. 826.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri R. A. Sankara Narayanan (DOB: 23.1.1960), MD & CEO, Vijaya Bank as MD & CEO, Canara Bank, with effect from the taking over charge of the post on or after 1.4.2019 till his superannuation *i.e.*, 31.1.2020, or until further order, whichever is earlier.

[F. No. 4/4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 15 अप्रैल, 2019

**का.आ. 827.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, देना बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) श्री कर्णम सेकर (जन्म तिथि 1.7.1960) को दिनांक 1.7.2019 से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख अर्थात् 30.6.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक (आईओबी) में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) के पद पर तथा दिनांक 1.4.2019 से दिनांक 1.7.2019 तक, प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी (एमडी एवं सीईओ) का पदभार ग्रहण करने तक आईओबी में 2,05,400-2,24,400 रुपए के वेतनमान में अधिसंख्य आधार पर विशेष कार्य अधिकारी (ओएसडी) एवं पूर्णकालिक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/4/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 15th April, 2019

**S.O. 827.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Karnam Sekar (DOB: 1.7.1960), MD & CEO, Dena Bank as MD & CEO, Indian Overseas Bank (IOB), with effect from 1.7.2019 till his superannuation *i.e.*, 30.6.2020, or until further order, whichever is earlier, and as an Officer on Special Duty and whole-time Director in IOB, on supernumerary basis, from 1.4.2019 till the time of taking over charge as MD & CEO on 1.7.2019, in the pay-scale of Rs.2,05,400-2,24,400/-.

[F. No. 4/4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 15 अप्रैल, 2019

**का.आ. 828.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, विजया बैंक के कार्यपालक निदेशक श्री नागेश्वर राव वाई. (जन्म तिथि 12.7.1961) को दिनांक 1.4.2019 से दिनांक 21.1.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक में 1,76,800-2,24,000 रुपए के वेतनमान में अधिसंख्य आधार पर विशेष कार्य अधिकारी (ओएसडी) एवं पूर्णकालिक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/4/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 15th April, 2019

**S.O. 828.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Nageswara Rao Y. (DOB: 12.7.1961), Executive Director, Vijaya Bank as Officer on Special Duty and whole-time Director in Syndicate bank, on supernumerary basis with effect from 1.4.2019 till 21.1.2020, or until further orders, whichever is earlier, in the pay-scale of Rs. 1,76,800-2,24,000/-.

[F. No. 4/4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 15 अप्रैल, 2019

**का.आ. 829.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, विजया बैंक के कार्यपालक निदेशक श्री मुरली रामास्वामी (जन्म तिथि 20.12.1960) को दिनांक 1.10.2019 से उनकी अधिवर्षिता की आयु प्राप्त करने की तारीख अर्थात् 31.12.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ बड़ौदा/समामेलित संस्था में कार्यपालक निदेशक के पद पर तथा दिनांक 1.4.2019 से दिनांक 30.9.2019 तक बैंक आफ बड़ौदा में 1,76,800-2,24,000 रुपए के वेतनमान में अधिसंख्य आधार पर विशेष कार्य अधिकारी (ओएसडी) के पद पर नियुक्त करती है।

[फा. सं. 4/4/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 15th April, 2019

**S.O. 829.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Shri Murali Ramaswami (DOB: 20.12.1960), Executive Director, Vijaya Bank as Executive Director in Bank of Baroda / amalgamated entity, with effect from 1.10.2019 till his superannuation *i.e.*, 31.12.2020, or until further order, whichever is earlier, and as an Officer on Special Duty in Bank of Baroda, on supernumerary basis, from 1.4.2019 till 30.9.2019, in the pay-scale of Rs. 1,76,800-2,24,000/-.

[F. No. 4/4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 15 अप्रैल, 2019

**का.आ. 830.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 8 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, देना बैंक के कार्यपालक निदेशक डॉ. राजेश कुमार यदुवंशी (जन्म तिथि 23.1.1961) को दिनांक 1.4.2019 को या इसके पश्चात् कार्यभार ग्रहण करने की तारीख से 8.10.2020 तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नेशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा. सं. 4/4/2018-बीओ-I]

एस. आर. मेहर, उप सचिव

New Delhi, the 15th April, 2019

**S.O. 830.**—In exercise of the powers conferred by clause (a) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 8 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, Central Government hereby appoints Dr Rajesh Kumar Yaduvanshi (DOB: 23.1.1961), Executive Director, Dena Bank as Executive Director, Punjab National Bank, with effect from taking over charge of the post on or after 1.4.2019 till 8.10.2020, or until further order, whichever is earlier.

[F. No. 4/4/2018-BO-I]

S. R. MEHAR, Dy. Secy.

**शुद्धि-पत्र**

नई दिल्ली, 26 अप्रैल, 2019

**का.आ. 831.**—देना बैंक के कार्यपालक निदेशक डॉ. राजेश कुमार यदुवंशी की पंजाब नैशनल बैंक में कार्यपालक निदेशक के पद पर नियुक्ति से संबंधित भारत सरकार, वित्त मंत्रालय, वित्तीय सेवाएं विभाग की दिनांक 15.4.2019 की अधिसूचना संख्या 4/4/2018-बीओ-1 में “(जन्म तिथि 23.1.1961)” शब्दों के स्थान पर “(जन्म तिथि 23.6.1961)” पढ़ा जाए।

[फा. सं. 4/4/2018-बीओ-1]

एस. आर. मेहर, उप सचिव

**CORRIGENDUM**

New Delhi, the 26th April, 2019

**S.O. 831.**—In the notification of the Government of India in the Ministry of Finance, Department of Financial Services, number 4/4/2018-BO.I, dated 15.4.2019 appointing Dr Rajesh Kumar Yaduvanshi, Executive Director, Dena Bank as Executive Director, Punjab National Bank, for the words “(DOB: 23.1.1961)”, read “(DOB: 23.6.1961)”.

[F. No. 4/4/2018-BO.I]

S. R. MEHAR, Dy. Secy.

नई दिल्ली, 26 अप्रैल, 2019

**का.आ. 832.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों के बोर्ड में तत्काल प्रभाव से और अगले आदेशों तक, निदेशक के रूप में नामित करती है:-

	(1)	(2)	(3)
1.	केनरा बैंक	सुश्री उमा शंकर	श्री आर. केसावन
2.	बैंक आफ इंडिया	सुश्री आर. सेबस्टीन	श्री एस. सी. मुर्मू
3.	यूनियन बैंक आफ इंडिया	श्री ए. के. मिश्रा	श्री अरुण कुमार सिंह
4.	सेंट्रल बैंक आफ इंडिया	श्री शेखर भटनागर	श्री थॉमस मैथ्यू
5.	सिंडिकेट बैंक	श्री आर. एन. कर	श्री जी. पी. बोराह
6.	इंडियन बैंक	श्री जे. के. दास	श्री एस. के. पाणिगृही
7.	युनाइटेड बैंक आफ इंडिया	श्री अर्नब रॉय	सुश्री साधना वर्मा

[फा. सं. 6/3/2011-बीओ-1]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 26th April, 2019

**S.O. 832.**—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby nominates the persons specified in column (3) of the table below as Director on the Board of the Banks specified in column (1) thereof, in place of the persons specified in column (2) of the said table, with immediate effect and until further orders:—

	(1)	(2)	(3)
1.	Canara Bank	Ms Uma Shankar	Shri R. Kesavan
2.	Bank of India	Ms R. Sebastian	Shri S. C. Murmu
3.	Union Bank of India	Shri A. K. Misra	Shri Arun Kumar Singh
4.	Central Bank of India	Shri Sekhar Bhatnagar	Shri Thomas Mathew
5.	Syndicate Bank	Shri R. N. Kar	Shri G. P. Borah
6.	Indian Bank	Shri J. K. Dash	Shri S. K. Panigrahy
7.	United Bank of India	Shri Arnab Roy	Ms Sadhana Varma

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 26 अप्रैल, 2019

**का.आ. 833.**—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के पैरा 3 के उप-पैरा (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1980 की धारा 9 की उप-धारा 3 के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, नीचे दी गई सारणी के कालम (3) में विनिर्दिष्ट व्यक्तियों को उक्त सारणी के कालम (2) में विनिर्दिष्ट व्यक्तियों के स्थान पर कालम (1) में विनिर्दिष्ट बैंकों के बोर्ड में तत्काल प्रभाव से और अगले आदेशों तक, निदेशक के रूप में नामित करती है:-

	(1)	(2)	(3)
1.	आन्ध्रा बैंक	श्री ई. ई. कार्थक	श्री पी. जे. थॉमस
2.	ओरियंटल बैंक आफ कामर्स	श्री गणेश कुमार	श्री एस. एम. नरसिम्हा स्वामी
3.	कापोरिशन बैंक	श्री प्रद्युम्न के. जेना	श्री पी. के. पांडा
4.	पंजाब एंड सिंध बैंक	श्री प्रदीप्ता के. जेना	श्री बी. पी. विजेन्द्र

[फा. सं. 6/3/2011-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 26th April, 2019

**S.O. 833.**—In exercise of the powers conferred by clause (c) of sub-section (3) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980, read with sub-paragraph (1) of paragraph 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby nominates the persons specified in column (3) of the table below as Director on the Board of the Banks specified in column (1) thereof, in place of the persons specified in column (2) of the said table, with immediate effect and until further orders:-

	(1)	(2)	(3)
1.	Andhra Bank	Shri E. E. Karthak	Shri P. J. Thomas
2.	Oriental Bank of Commerce	Shri Ganesh Kumar	Shri S. M. Narasimha Swamy
3.	Corporation Bank	Shri Pradyumna K. Jena	Shri P. K. Panda
4.	Punjab and Sind Bank	Shri Pradipta K. Jena	Shri B. P. Vijayendra

[F. No. 6/3/2011-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

नई दिल्ली, 1 मई, 2019

**का.आ. 834.**—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा, यह घोषणा करती है कि उक्त अधिनियम की धारा 10 की उप-धारा (1) के खण्ड (ग) के उप-खण्ड (i) के उपबंध इलाहाबाद बैंक पर लागू नहीं होंगे, जहां तक इसका संबंध इलाहाबाद बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी श्री चौधरी एस. एस. मल्लिकार्जुन राव को दिनांक 18.9.2021 तक की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, यूनिवर्सल सोम्पो जनरल इंश्योरेंस कंपनी लिमिटेड के बोर्ड में निदेशक के पद पर नामित करने से है।

[फा. सं. 13/23/2016-बीओ-I]

संजय कुमार मिश्र, अवर सचिव

New Delhi, the 1<sup>st</sup> May, 2019

**S.O. 834.**—In exercise of the powers conferred by sub-section (1) of section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-clause (i) of clause (c) of sub-section (1) of section 10 of the said Act shall not apply to Allahabad Bank in relation to the nomination of Shri Ch. S. S. Mallikarjuna Rao, Managing Director and Chief Executive Officer, Allahabad Bank on the Board of Universal Sompo General Insurance Company Limited as Director, for a period up to 18.9.2021 or until further orders, whichever is earlier.

[F. No. 13/23/2016-BO-I]

SANJAY KUMAR MISHRA, Under Secy.

## पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

नई दिल्ली, 8 मई, 2019

**का.आ. 835.**—केन्द्रीय सरकार को लोकहित में यह आव यक प्रतीत होता है कि तमिलनाडू राज्य के सेलम को केरल राज्य में भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड की कोच्चि रिफाइनरी से तरलीकृत पेट्रोलियम गैस के परिवहन के लिए, एक पाइपलाइन कोच्चि सेलम पाइपलाइन प्राइवेट लिमिटेड द्वारा बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आव यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50), की धारा 3 की उपधारा (1) द्वारा प्रदत्त भाक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आ य की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री बशीरकुंजु ए, सक्षम प्राधिकारी , कोच्चि सेलम पाइप लाइन प्राइवेट लिमिटेड , करुण एंक्लेव, द्वितीय तल, डोर न० बी- 2, एस एन जंक्शन, रिफाईनरी रोड, यूनियन बैंक ऑफ इंडिया के सामने, त्रिपुनिथुरा, जिला ऐरनाकुलम, केरल - 682301 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

राज्य: केरल

जिला: ऐरनाकुलम

तालुक: कुन्नाथुनाडू

नाम ग्राम	सर्वे नम्बर	क्षेत्रफल		
		हेक्टेयर	एरिया	प्रति वर्गमीटर
पुथैनकुरिस्सू (खण्ड सं. 37)	94 / 1	0	00	20
	94 / 2	0	00	30
	94 / 4	0	00	60
	94 / 7	0	00	90
	94 / 8	0	00	80
	94 / 9	0	00	70
	94 / 10	0	03	00
	94 / 11	0	01	40
	128 / 15	0	04	30
	128 / 16	0	03	40
	128 / 19	0	04	50
	129 / 2	0	08	00
	129 / 4	0	12	80
	130 / 1	0	01	50
	131 / 3	0	24	90
	141 / 2	0	04	00
	141 / 3	0	04	40
	141 / 4	0	02	70
	141 / 6	0	01	70
	141 / 13	0	08	00
	142 / 7	0	01	0
	142 / 9	0	01	10
	142 / 10	0	02	30
	142 / 11	0	04	10

142/12	0	06	50
142/14	0	02	80
142/20	0	03	30
142/21	0	02	50
146/5	0	01	70
146/7	0	01	60
146/17	0	01	50
147/4	0	01	10
147/5	0	01	80
147/14	0	00	20
147/17	0	00	10

## राज्य: केरल

## जिला: ऐरनाकुलम

## तालुक: कणयन्नूर

कक्कानाड (खण्ड सं० 7)

21/12	0	03	60
21/13	0	03	20
21/14	0	03	70
22/8	0	06	90
181/3	0	06	30
181/4	0	01	88
181/5	0	01	08
181/6	0	00	80
181/7	0	01	07
203/10	0	01	21
203/11	0	01	22
203/12	0	01	54
203/13	0	01	57
203/16	0	00	60
210/1	0	03	00
217/3	0	04	56
218/1	0	00	40
218/2	0	11	20
219/8	0	06	50
219/9	0	02	80
330/4	0	01	20
331/1	0	00	85
331/2	0	00	75
331/5	0	00	60
331/6	0	01	80
331/7	0	03	15
331/8	0	02	85
332/1	0	05	60
332/5	0	02	00
332/10	0	02	60
332/11	0	04	50
333/3	0	02	72
333/4	0	02	89

334 / 1	0	05	50
334 / 2	0	02	70
347 / 2	0	01	20
347 / 3	0	01	80
348 / 8	0	07	28
373 / 3	0	02	10
373 / 5	0	16	10
373 / 7	0	00	20
374 / 3	0	05	61
374 / 4	0	04	80
393 / 6	0	12	95
395 / 8	0	11	90
398 / 7	0	10	12
398 / 8	0	07	80
402 / पीटी	0	00	20

[फा. सं. आर-12031 / 196 / 2017-ओआर-I / ई-19746]

शान्तनु धर, अवर सचिव

**MINISTRY OF PETROLEUM AND NATURAL GAS**

New Delhi, the 8th May, 2019

**S.O. 835.**—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Liquefied Petroleum Gas from Kochi Refinery of Bharat Petroleum Corporation Limited in the State of Kerala to Salem in the State of Tamil Nadu and that the a pipeline should be laid by M/S Kochi – Salem pipeline Private Ltd;

And whereas , it appears to the Central Government that for the purpose of laying such pipelines, it is necessary to acquire the right of user in the lands under which such pipelines are proposed to be laid described in the schedule annexed to this notification;

Now therefore in the exercise of powers conferred by sub section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (Central Act 50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person, interested in land described in the said schedule may, within 21 days from the date on which the copies of this notification, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein or laying or the pipeline under the land to Sri. Basheerkunju. A, Competent Authority, Kochi-Salem Pipeline Private Ltd, Karun Enclave 2<sup>nd</sup> floor, Door No. B2, S.N. Junction, Refinery Road, Opp: Union Bank of India, Tripunithura, Pin – 682 301.

**SCHEDULE**

STATE : KERALA		DISTRICT : ERNAKULAM		TALUK : KUNNATHUNADU	
VILLAGE	SURVEY NUMBERS	AREA (APPROXIMATE)			
		HECTARES	ARES	SQ:METERS	
<b>PUTHENKURISU BLOCK. NO. 37</b>	94/1	0	00	20	
	94/2	0	00	30	
	94/4	0	00	60	
	94/7	0	00	90	
	94/8	0	00	80	
	94/9	0	00	70	
	94/10	0	03	00	
	94/11	0	01	40	
	128/15	0	04	30	
	128/16	0	03	40	
	128/19	0	04	50	



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129/2	0	08	00
129/4	0	12	80
130/1	0	01	50
131/3	0	24	90
141/2	0	04	00
141/3	0	04	40
141/4	0	02	70
141/6	0	01	70
141/13	0	08	00
142/7	0	01	08
142/9	0	01	10
142/10	0	02	30
142/11	0	04	10
142/12	0	06	50
142/14	0	02	80
142/20	0	03	30
142/21	0	02	50
146/5	0	01	70
146/7	0	01	60
146/17	0	01	50
147/4	0	01	10
147/5	0	01	80
147/14	0	00	20
147/17	0	00	10
21/12	0	03	60
21/13	0	03	20
21/14	0	03	70
22/8	0	06	90
181/3	0	06	30
181/4	0	01	88
181/5	0	01	08
181/6	0	00	80
181/7	0	01	07
203/10	0	01	21
203/11	0	01	22
203/12	0	01	54
203/13	0	01	57
203/16	0	00	60
210/1	0	03	00
217/3	0	04	56
218/1	0	00	40
218/2	0	11	20
219/8	0	06	50
219/9	0	02	80
330/4	0	01	20
331/1	0	00	85
331/2	0	00	75

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331/5	0	00	60
331/6	0	01	80
331/7	0	03	15
331/8	0	02	85
332/1	0	05	60
332/5	0	02	00
332/10	0	02	60
332/11	0	04	50
333/3	0	02	72
333/4	0	02	89
334/1	0	05	50
334/2	0	02	70
347/2	0	01	20
347/3	0	01	80
348/8	0	07	28
373/3	0	02	10
373/5	0	16	10
373/7	0	00	20
374/3	0	05	61
374/4	0	04	80
393/6	0	12	95
395/8	0	11	90
398/7	0	10	12
398/8	0	07	80
402/pt	0	00	20

[F. No. R-12031/196/2017-OR-I/E-19746]

SANTANU DHAR, Under Secy.

नई दिल्ली, 15 मई, 2019

**का.आ. 836.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विजयवाडा (आन्ध्र प्रदेश) से धर्मपुरी (तमिलनाडु) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन वैंसअर जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विजयवाडा— धर्मपुरी पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, प्लॉट नं. ई/12-446, रेड्डी कॉलोनी चिन्ना चौक, ओल्ड बाईपास के पास, कडपा 516002 को लिखित रूप में आक्षेप भेज सकेगा।

## अनुसूची

जिला : वैएसअर  
प्रदेश

राज्य : आन्ध्र

क्रम सं.	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	1. शिद्धनकिच्चायपल्ले	पोरुमामिल्ला	35	00	30
2			12	00	25
3	2. दम्भनपल्ले	पोरुमामिल्ला	635	00	02
4			589	00	10
5			590	00	31
6			577	00	05
7			578/2	01	36
8			581	00	08
9			130	00	66
10			131	00	16
11			139	00	60
12			141	00	04
13			144	00	29
14			145	00	17
15			146	00	39
16			149	00	04
17			192	00	02
18			199	00	14
19			200	00	12
20			201	00	08
21			202	00	55
22			203/3ए	00	12
23			203/2ए	00	15
24			203/1ए	00	14
25			207/1	00	06
26			207/2	00	24
27			208	00	30
28			209	00	14
29			210	00	12
30			211/1	00	23
31	3. पोरुमामिल्ला	पोरुमामिल्ला	273	00	04
32			279	00	35
33			278	00	46
34			277	00	06

35			276	00	07
36			274/2	00	09
37			274/3	00	10
38			275	00	11
39			753	00	05
40			251/2	00	05
41			251/1	00	09
42			249/2	00	27
43			247/6	00	37
44			248	00	06
45			230	00	07
46			232/2	00	17
47			233	00	38
48			235	00	25
49			234	00	08
50			238	00	40
51			240/1	00	03
52			239	00	14
53			222	00	07
54			217	00	69
55			216/5	00	02
56			216/4	00	04
57			216/3	00	03
58			216/2	00	03
59			216/1	00	04
60			215	00	17
61			214	00	47
62			213	00	02
63			211/1	00	98
64	4. शंकरम	कलसपाडु	799	00	06
65			800	00	13
66	5. इटिगुल्लपाडु	श्री अवधूत काशिनायना	980	00	21
67	6. पत्तूरु	खाजीपेट	513ए/1बी	00	19
68			513ए/5बी	00	01
69			513ए-4ए	00	08
70			513ए-3ए	00	16
71			513/बी	00	07
72			613	00	02

73			614	00	19
74			615	00	02
75	7. गुट्टमपाडु	चेन्नूर	101	00	07
76			103	00	34
77			104	00	02
78			167	00	30
79			161	00	06
80			158	00	10
81	8. पेदपल्ले	शिदोद	1017	00	26
82			1018	00	34

[फा. सं. आर-11025/(15)/6/2017-ओआर-I/ई-18464]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 836.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Vijayawada (Andhra Pradesh) to Dharmapuri (Tamil Nadu) Pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at YSR District in Andhra Pradesh State, which is described in the Schedule annexed to this notification;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Vijayawada-Dharmapuri Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, H.No:E/12-446, Reddy Colony, Chinna Chowk, Near Old Bypass Road, Kadapa-51602, Andhra Pradesh.

**SCHEDULE**

District : YSR

State : Andhra Pradesh

Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	1. Siddanakitchayapalle	Porumamilla	35	00	30
2			12	00	25
3	2. Dammanapalle	Porumamilla	635	00	02
4			589	00	10
5			590	00	31
6			577	00	05
7			578/2	01	36
8			581	00	08
9			130	00	66
10			131	00	16
11			139	00	60
12			141	00	04
13			144	00	29
14			145	00	17
15			146	00	39

16			149	00	04
17			192	00	02
18			199	00	14
19			200	00	12
20			201	00	08
21			202	00	55
22			203/3A	00	12
23			203/2A	00	15
24			203/1A	00	14
25			207/1	00	06
26			207/2	00	24
27			208	00	30
28			209	00	14
29			210	00	12
30			211/1	00	23
31	3. Porumamilla	Porumamilla	273	00	04
32			279	00	35
33			278	00	46
34			277	00	06
35			276	00	07
36			274/2	00	09
37			274/3	00	10
38			275	00	11
39			753	00	05
40			251/2	00	05
41			251/1	00	09
42			249/2	00	27
43			247/6	00	37
44			248	00	06
45			230	00	07
46			232/2	00	17
47			233	00	38
48			235	00	25
49			234	00	08
50			238	00	40
51			240/1	00	03
52			239	00	14
53			222	00	07
54			217	00	69
55			216/5	00	02
56			216/4	00	04
57			216/3	00	03
58			216/2	00	03
59			216/1	00	04
60			215	00	17
61			214	00	47
62			213	00	02
63			211/1	00	98

64	4.Sankavaram	Kalasapadu	799	00	06
65			800	00	13
66	5.Itigullapadu	Sri Avadhutha Kasinayana	980	00	21
67	6.Pathur	Khajipet	513A/1B	00	19
68			513A/5B	00	01
69			513A/4A	00	08
70			513A/3A	00	16
71			513/B	00	07
72			613	00	02
73			614	00	19
74			615	00	02
75	7.Gurrampadu	Chennur	101	00	07
76			103	00	34
77			104	00	02
78			167	00	30
79			161	00	06
80			158	00	10
81	8.Peddapalle	Sidhout	1017	00	26
82			1018	00	34

[F. No. R-11025(15)/6/2017-OR-I/E-18464]

SANTANU DHAR, Under Secy.

नई दिल्ली, 15 मई, 2019

**का.आ. 837.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विजयवाडा (आन्ध्र प्रदेश) से धर्मपुरी (तमिलनाडु) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन वैसेअर जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विजयवाडा — धर्मपुरी पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, प्लाट नं. ई/12. 446, रेड्डी कॉलोनी चिन्ना चौक, ओल्ड बाईपास के पास, कडपा 516002 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची					
जिला : वैसेअर			राज्य : आन्ध्र प्रदेश		
क्रम सं.	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	1. बन्डलपल्ले	रामापुरम	750	00	05
2	2. सुद्धमल्ल	रामापुरम	123/1	00	49
3			123/2	00	42

4	3. मासपेट	रायचोटी	324	00	48
5			343	00	04
6			950	00	05
7			1157	00	04
8			932	00	11
9	4. रायचोटी	रायचोटी	705	00	02
10			702	00	02
11			45	00	04
12			65	00	06
13			70	00	40
14			81	00	16
15			163	00	35
16			379	00	13
17			157	00	23
18			168	00	26
19			156	00	24
20			171	00	15
21			522	00	02
22	5. देवपटल	सम्बेपल्ले	712/1	00	12

[फा. सं. आर-11025/(15)/6/2017-ओआर-I/ई-18464]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 837.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Vijayawada (Andhra Pradesh) to Dharmapuri (Tamil Nadu) Pipeline should be laid by Hindustan Petroleum Corporation Limited

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at YSR District in Andhra Pradesh State, which is described in the Schedule annexed to this notification.

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Vijayawada-Dharmapuri Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, H.No:E/12-446, Reddy Colony, Chinna Chowk, Near Old Bypass Road, Kadapa-51602, Andhra Pradesh.

**Schedule**

District : YSR				State : Andhra Pradesh	
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	1. Bandlapalle	Ramapuram	750	00	05
2	2. Suddamalla	Ramapuram	123/1	00	49
3			123/2	00	42
4	3. Masapet	Rayachoti	324	00	48



5			343	00	04
6			950	00	05
7			1157	00	04
8			932	00	11
9	4. Rayachoti	Rayachoti	705	00	02
10			702	00	02
11			45	00	04
12			65	00	06
13			70	00	40
14			81	00	16
15			163	00	35
16			379	00	13
17			157	00	23
18			168	00	26
19			156	00	24
20			171	00	15
21			522	00	02
22	5.Devapatla	Sambepalle	712/1	00	12

[F. No. R-11025(15)/6/2017-OR-I/E-18464]

SANTANU DHAR, Under Secy.

नई दिल्ली, 15 मई, 2019

**का.आ. 838.**—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पेट्रोलियम पदार्थ परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा विजयवाडा (आन्ध्र प्रदेश) से धर्मपुरी (तमिलनाडु) पाइपलाइन बिछाई जानी चाहिए ;

और केन्द्रीय सरकार को ऐसी पाइपलाइन चित्तूर जिला, आन्ध्र प्रदेश राज्य में बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में सक्षम प्राधिकारी, विजयवाडा-धर्मपुरी पाइपलाइन परियोजना, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, भारत सरकार का उपक्रम, मकान नं : #3-145/9-6-4-10, दुसरी मंजिल, प्रशांतनगर एक्स्टेंसन, नीयर कृष्ण रेड्डी जुनीयर कालेज, मदनपल्ले-517325 को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची					
जिला : चित्तूर			राज्य : आन्ध्र प्रदेश		
क्रम सं.	गाँव का नाम	मंडल का नाम	सर्वे संख्या	क्षेत्रफल	
				एकड़	सेन्ट्स
1	1. देवलपल्ले	कलकड	303	01	10
2			305	00	62
3			313	00	08
4			234	00	40
5			233/1	00	21
6			233/2	00	05

7			235	00	21
8			236	00	59
9			239	00	62
10			238	01	56
11			245/1	00	86
12	2. नवबपेटा	कलकड	243/6	00	02
13			243/7	00	09
14	3. मुडियमवारिपल्ले	कलकड	194/1बी	00	03
15	4. मस्तुर	निम्मनपल्ले	838	00	02
16			900	00	02
17			1299/6	00	10
18			1311/2	00	04
19			1313/1	00	02
20			1699/3	00	02
21			1459	00	07
22			1475	00	05
23			1703/2	00	27
24			1685/4	00	03
25			255/3	00	01
26			228/7	00	01
27	5. रेड्डीवारीपल्ले	निम्मनपल्ले	1378/4	00	01
28			1117/1	00	01
29	6. दीगुवापल्ली	चैडेपल्ली	400/2	00	40
30			400/6	00	33
31			321/4	00	37
32			321/2	00	51
33			321/3	00	14
34			401/2	00	09
35			401/3	00	16
36			401/8	00	22
37			401/11	00	14
38			360	00	13
39			430/1	00	11
40			430/2	00	46
41			430/3	00	38
42			431/1	00	05

43			431/2	00	03
44			431/3	00	30
45			432/1	00	12
46			432/2	00	03
47	7. काटिपेरी	चौडेपल्ली	9	00	01
48			6	00	25
49			181/1	00	01
50			181/4	00	01
51	8. कागती	चौडेपल्ली	16	00	01
52			287/7	00	04
53	9. ऐतुर	पुंगनुर	198/2	00	05
54			196/1ए	00	34
55	10. कुमरनातम	पुंगनुर	282/7	00	15
56	11. बट्टमदोड्डी	पेदपंजानी	481	00	48
57	12. पेद्वेलगटुर	पेदपंजानी	12	00	91
58			13	00	33
59			26	00	07
60	13. तीर्थम	बैरेड्डीपल्ले	1080	00	02
61	14. तोटा कनुम	वि.कोटा	679	00	12
62	15. कण्णापुरम	वि.कोटा	1023	00	26
63			1021	00	12
64			538/2सी	00	28
65	16. पम्मगानीपल्ले	वि.कोटा	6	00	16
66	17. बोडीगुट्टपल्ले	वि.कोटा	358	00	09
67	18. केंपासमुद्रम	रामकुप्पम	153	01	60
68	19. बंदारलपल्ले	रामकुप्पम	701	00	05
69			702	00	30
70			703	01	82
71			704	00	37
72			706	00	28
73			711	00	03
74			710	00	06
75			709	00	05
76			707	00	23
77			708	00	21
78			679	00	24
79			676	00	09
80			680	00	32

81			681	00	14
82			669	00	53
83			668	00	05
84			685	00	05
85	20. मनीद्रम	रामकुप्पम	405/2	00	22
86			406/2	00	65
87			406/1	00	89
88			406/3	00	03
89	21. किलाकपोडु	रामकुप्पम	76	00	40
90			75/1	00	15
91			77	00	59
92			74/1	00	20
93			74/2	00	10
94			73/1	00	45
95			73/2	00	25
96			73/3	00	10
97			79/4	00	29
98			79/5	00	50
99			80/1	00	10
100			80/2	00	05
101	22. सोन्नेगानीपल्ले	शंतिपुरम	283/8	00	20
102			283/7	00	16
103			283/6	00	13
104			283/5	00	05
105			283/4	00	05
106			243/5	00	08
107			243/8	00	35
108			243/7	00	32
109			242/7	00	25
110			242/6	00	05
111			242/5	00	25
112			242/4	00	09
113			284/2	00	19
114			284/1	00	35
115			234/1	00	98
116			232/3	00	30

117			232/2	00	35
118			232/1	00	50
119			288/4	00	55
120	23. डन्डीकुप्पम	शान्तिपुरम	129/27	00	30
121			129/26	00	30
122			129/16	00	05
123			129/17	00	45
124			129/18	00	30
125			129/19	00	25
126			129/20	00	23
127			129/21	00	15
128			128	00	48
129			127	00	14
130			125	00	33
131			124	00	45
132	24. अम्मवारिपेटा	शान्तिपुरम	10	00	73
133			9	00	05
134			7	00	70
135			2	00	04
136			6	00	05
137			4	00	15
138	25. पेद्द बंगारुनातम	कुप्पम	1	00	58
139			9	00	60
140			10	00	38
141			11	01	39
142			12	00	52
143			13	00	90
144			31	00	10
145			32	00	10
146			34	00	65
147			47	00	75
148			48	00	35
149			5	01	35
150			6	00	73
151			35	00	20

[फा. सं. आर-11025/(15)/6/2017-ओआर- I/ई-18464]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 838.**—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Product from Vijayawada (Andhra Pradesh) to Dharmapuri (Tamil Nadu) Pipeline should be laid by Hindustan Petroleum Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid at Chittoor District in Andhra Pradesh State, which is described in the Schedule annexed to this notification ;

Now, therefore in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty one days from the date on which the copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to The Competent Authority, Vijayawada-Dharmapuri Pipeline Project, Hindustan Petroleum Corporation Limited, Government of India Enterprises, Plot No: 80, Door No: #3-145/9-6-4-10, 2nd floor, Prashanth nagar Extention, Near krishna reddy Junior College, Madanapalle-520008, Andhra Pradesh.

#### SCHEDULE

District : Chittoor			State : Andhra Pradesh		
Sl. No.	Name of Village	Name of Mandal	Survey No.	Area	
				Acres	Cents
1	1. Devalapalle	Kalakada	303	1	10
2			305	0	62
3			313	0	08
4			234	0	40
5			233/1	0	21
6			233/2	0	05
7			235	0	21
8			236	0	59
9			239	0	62
10			238	1	56
11			245	0	86
12	2. Nawabpet	Kalakada	243/6	0	02
13			243/7	0	09
14	3. Mudiamvaripalle	Kalakada	194/1B	0	03
15	4. Mastur	Nimmanapalle	838	0	02
16			900	0	02
17			1299/6	0	10
18			1311/2	0	04
19			1313/1	0	02
20			1699/3	0	02
21			1459	0	07
22			1475	0	05
23			1703/2	0	27
24			1685/4	0	03
25			255/3	0	01
26			228/7	0	01
27	5. Reddivaripalle	Nimmanapalle	1378/4	0	01
28			1117/1	0	01
29	6. Diguwapalle	Chowdepalle	400/2	0	40

30			400/6	0	33
31			321/4	0	37
32			321/2	0	51
33			321/3	0	14
34			401/2	0	09
35			401/3	0	16
36			401/8	0	22
37			401/11	0	14
38			360	0	13
39			430/1	0	11
40			430/2	0	46
41			430/3	0	38
42			431/1	0	05
43			431/2	0	03
44			431/3	0	30
45			432/1	0	12
46			432/2	0	03
47	7. Katiperi	Chowdepalle	9	0	01
48			6	0	25
49			181/1	0	01
50			181/4	0	01
51	8. Kogathi	Chowdepalle	16	0	01
52			287/7	0	04
53	9. Ethur	Punganur	198/2	0	05
54			196/1A	0	34
55	10. Kummaranatham	Punganur	282/7	0	15
56	11. Battamadoddi	Peddapanjani	481	0	48
57	12. Peddavelagatur	Peddapanjani	12	0	91
58			13	0	33
59			26	0	07
60	13. Theertham	Baireddipalle	1080	0	02
61	14. Thota Kanuma	V.Kota	679	0	12
62	15. Krishnapuram	V.Kota	1023	0	26
63			1021	0	12
64			538/2C	0	28
65	16. Pamuganipalle	V.Kota	6	0	16
66	17. Bodiguttapalle	V.Kota	358	0	09
67	18. Kempasamudram	Ramakuppam	153	1	60
68	19. Bandarlappalle	Ramakuppam	701	0	05
69			702	0	30
70			703	1	82
71			704	0	37
72			706	0	28
73			711	0	03
74			710	0	06
75			709	0	05
76			707	0	23
77			708	0	21

78			679	0	24
79			676	0	09
80			680	0	32
81			681	0	14
82			669	0	53
83			668	0	05
84			685	0	05
85	20. Manendram	Ramakuppam	405/2	0	22
86			406/2	0	65
87			406/1	0	89
88			406/3	0	03
89	21. Kilakupodu	Ramakuppam	76	0	40
90			75/1	0	15
91			77	0	59
92			74/1	0	20
93			74/2	0	10
94			73/1	0	45
95			73/2	0	25
96			73/3	0	10
97			79/4	0	29
98			79/5	0	50
99			80/1	0	10
100			80/2	0	05
101	22.30 Sonneganipalle	Shanthipuram	283/8	0	20
102			283/7	0	16
103			283/6	0	13
104			283/5	0	05
105			283/4	0	05
106			243/5	0	08
107			243/8	0	35
108			243/7	0	32
109			242/7	0	25
110			242/6	0	05
111			242/5	0	25
112			242/4	0	09
113			284/2	0	19
114			284/1	0	35
115			234/1	0	98
116			232/3	0	30
117			232/2	0	35
118			232/1	0	50
119			288/4	0	55
120	23. Dandikuppam	Shanthipuram	129/27	0	30
121			129/26	0	30
122			129/16	0	05
123			129/17	0	45
124			129/18	0	30
125			129/19	0	25



126			129/20	0	23
127			129/21	0	15
128			128	0	48
129			127	0	14
130			125	0	33
131			124	0	45
132	24. Ammavaripeta	Shanthipuram	10	0	73
133			9	0	05
134			7	0	70
135			2	0	04
136			6	0	05
137			4	0	15
138	25. Peddabangarunattam	Kuppam	1	0	58
139			9	0	60
140			10	0	38
141			11	1	39
142			12	0	52
143			13	0	90
144			31	0	10
145			32	0	10
146			34	0	65
147			47	0	75
148			48	0	35
149			5	1	35
150			6	0	73
151			35	0	20

[F. No. R-11025(15)/6/2017-OR-I/E-18464]

SANTANU DHAR, Under Secy.

नई दिल्ली, 15 मई, 2019

**का.आ. 839.**—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के द्वारा पेट्रोलियम पदार्थ परिवहन के लिए गुजरात राज्य में पालनपुर से वडोदरा पाइपलाइन परियोजना (चंडीसर से आसोज तक) के अंतर्गत पाइपलाइन बिछाई जाने के हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत सरकार के असाधारण राजपत्र, दिनांक 2 सितंबर 2017 को प्रकाशित अधिसूचना का. आ. 2891 (अ) दिनांक 30 अगस्त 2017 द्वारा प्राधिकृत, मैं, श्री एस. सी. पटेल, जी.ए.एस., गुजरात सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के उप-नियम (1) के अंतर्गत दी गई परिभाषा (1) के अंतर्गत अधिकारों के अनुपालन में हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है, और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तंभ 4 में गुजरात राज्य के बनासकांठा, पाटण, मेहसाना, साबरकांठा, गांधीनगर, खेडा, आणंद तथा वडोदरा जिलों में प्रचलन की समाप्ति की तारीखें घोषित करता हूँ।

## अनुसूची

तालुका : पालनपुर		जिला : बनासकांठा		राज्य : गुजरात	
क्र. सं.	गाँव का नाम	धारा 6(1) और 6(4) की का.आ. संख्या एवं दिनांक			प्रचलन समाप्ति का दिनांक
1	2	3			4
1	चंडीसर	54 (अ)	दिनांक	05/01/2017	27/07/2018
2	कुंभलमेर	54 (अ)	दिनांक	05/01/2017	27/07/2018

3	खोडला	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
4	वेडंचा	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
5	गादलवाडा	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
6	सांग्रोसणा	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
7	टाकरवाडा	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
8	बादरपुरा (कालुसणा)	54 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
तालुका : वडगाम		जिला : बनासकांठा		राज्य : गुजरात	
1	चंगवाडा	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
2	चांगा	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
3	शेरपुरा (मजादर)	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
4	भरकावाडा	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
5	मजादर	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
6	छापी	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
7	कोदराली	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
8	एद्राणा	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
9	फतेगढ	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
10	नानोसणा	56 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
तालुका : सिद्धपुर		जिला : पाटण		राज्य : गुजरात	
1	मेळोज	55 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
2	मुडाणा	55 (अ)	दिनांक	05 / 01 / 2017	27 / 07 / 2018
3	संडेसरी	55 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
4	नागवासण	55 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
5	गणवाडा	55 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
तालुका : उंझा		जिला : मेहसाणा		राज्य : गुजरात	
1	कहोडा	50 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
2	महेरवाडा	50 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
3	उपेरा	50 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
4	करणपुर	50 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
5	करली	50 (अ)	दिनांक	05 / 01 / 2017	05 / 07 / 2018
तालुका : विसनगर		जिला : मेहसाणा		राज्य : गुजरात	
1	उमता	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
2	हसनपुर	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
3	कियादर	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
4	गुंजा	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
5	रालीसणा	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
6	भालक	3613(अ)	दिनांक	28 / 11 / 2016	05 / 07 / 2018
7	लक्ष्मीपुरा	3613(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
8	बाकरपुर	3613(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
9	रंगाकुइ	3613(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018

तालुका: विजापुर		जिला : मेहसाणा		राज्य : गुजरात	
1	मोरवाड	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
2	गुंछळी	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
3	तातोसण	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
4	गेरीता	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
5	कोलवडा	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
6	पीलवाई	3612(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
तालुका: माणसा		जिला : गांधीनगर		राज्य : गुजरात	
1	चडासणा	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
2	पालडी(व्यास)	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
3	वेडा	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
4	पुंघरा	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
5	कुंवादरा	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
6	रंगपुर	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
7	वरसोडा	3609(अ)	दिनांक	28 / 11 / 2016	24 / 05 / 2018
तालुका: प्रांतिज		जिला : साबरकांठा		राज्य : गुजरात	
1	पोयडा	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
2	बोभा	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
3	सीतवाडा	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
4	मजरा	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
5	ओरण	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
6	ताजपुर(ओरण)	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
7	करोल	404(अ)	दिनांक	08 / 02 / 2017	14 / 04 / 2018
8	घडकण	404(अ)	दिनांक	08 / 02 / 2017	03 / 08 / 2018
9	सदानी मुवाडी	404(अ)	दिनांक	08 / 02 / 2017	03 / 08 / 2018
10	सुखड	404(अ)	दिनांक	08 / 02 / 2017	03 / 08 / 2018
तालुका: दहेगाम		जिला : गांधीनगर		राज्य : गुजरात	
1	चेखला पगी	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
2	वासणा चौधरी	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
3	कंथारपुरा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
4	पाटना कुवा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
5	धारीसणा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
6	नवानगर	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
7	जालीया मठ	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
8	खानपुर	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
9	लीहोडा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
10	मीठाना मुवाडा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
11	शियावाडा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
12	अरजणजीना मुवाडा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
13	वासणा सोगठी	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018
14	देवकरणना मुवाडा	53 (अ)	दिनांक	05 / 01 / 2017	03 / 08 / 2018

15	बारीया	53 (अ)	दिनांक	05/01/2017	03/08/2018
16	बारडोली बारीया	53 (अ)	दिनांक	05/01/2017	03/08/2018
तालुका: कपडवंज		जिला : खेडा		राज्य : गुजरात	
1	निकोल	410 (अ)	दिनांक	08/02/2017	10/07/2018
2	आंतरसुंबा	410 (अ)	दिनांक	08/02/2017	10/07/2018
3	करकरीया	410 (अ)	दिनांक	08/02/2017	10/07/2018
4	कामझना मुवाडा	410 (अ)	दिनांक	08/02/2017	10/07/2018
5	उकरडीना मुवाडा	410 (अ)	दिनांक	08/02/2017	10/07/2018
6	वावना मुवाडा	410 (अ)	दिनांक	08/02/2017	10/07/2018
7	कोसम	410 (अ)	दिनांक	08/02/2017	10/07/2018
8	आंदोली	410 (अ)	दिनांक	08/02/2017	24/10/2018
9	तोरणा	410 (अ)	दिनांक	08/02/2017	24/10/2018
तालुका: कठलाल		जिला : खेडा		राज्य : गुजरात	
1	मडादरा	411 (अ)	दिनांक	08/02/2017	03/08/2018
2	भाटेरा	411 (अ)	दिनांक	08/02/2017	20/08/2018
3	पोरडा भाटेरा	411 (अ)	दिनांक	08/02/2017	09/10/2018
4	पहाड	411 (अ)	दिनांक	08/02/2017	09/10/2018
5	शाहपुर	411 (अ)	दिनांक	08/02/2017	09/10/2018
6	घोघावाडा	411 (अ)	दिनांक	08/02/2017	09/10/2018
तालुका: महुधा		जिला : खेडा		राज्य : गुजरात	
1	पोरडा	3611 (अ)	दिनांक	28/11/2016	09/10/2018
2	कपरूपुर	3611 (अ)	दिनांक	28/11/2016	09/10/2018
3	अलिणा	3611 (अ)	दिनांक	28/11/2016	09/10/2018
4	चुणेल	3611 (अ)	दिनांक	28/11/2016	09/10/2018
5	शेरी	3611 (अ)	दिनांक	28/11/2016	09/10/2018
6	हेरंज	3611 (अ)	दिनांक	28/11/2016	09/10/2018
तालुका: ठासरा		जिला : खेडा		राज्य : गुजरात	
1	खीजलपुर तलपड	3610 (अ)	दिनांक	28/11/2016	04/12/2018
तालुका : उमरेठ		जिला : आणंद		राज्य : गुजरात	
1	घोरा	52 (अ)	दिनांक	05/01/2017	04/12/2018
2	थमणा	52 (अ)	दिनांक	05/01/2017	04/12/2018
3	लींगडा	52 (अ)	दिनांक	05/01/2017	12/01/2019
4	आषीपुरा	52 (अ)	दिनांक	05/01/2017	30/12/2018
5	फतेपुरा	52 (अ)	दिनांक	05/01/2017	30/12/2018
6	गंगापुरा	52 (अ)	दिनांक	05/01/2017	30/12/2018
7	दागजीपुरा	52 (अ)	दिनांक	05/01/2017	30/12/2018
8	शीली	52 (अ)	दिनांक	05/01/2017	30/12/2018
9	खोरवाड	52 (अ)	दिनांक	05/01/2017	30/12/2018

तालुका : आणंद					
जिला : आणंद		राज्य : गुजरात			
1	ओड	3608 (अ)	दिनांक	30 / 11 / 2016	30 / 12 / 2018
2	खंभोळज	3608 (अ)	दिनांक	30 / 11 / 2016	30 / 12 / 2018
3	खानपुर	3608 (अ)	दिनांक	30 / 11 / 2016	30 / 12 / 2018
तालुका: सावली					
जिला : वडोदरा		राज्य : गुजरात			
1	भादरवा	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
2	राणीया	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
3	बहीधरा	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
4	महापुरा	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
5	मोकसी	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
6	अंजेसर	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
7	कुनपाड	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
8	मंजुसर	408 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018
तालुका: वडोदरा					
जिला : वडोदरा		राज्य : गुजरात			
1	आसोज	409 (अ)	दिनांक	08 / 02 / 2017	30 / 12 / 2018

[फा. सं. आर-12031/17/2017-ओआर- I/ई-7284]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 839.**—In Pursuance of powers conferred by Explanation 1 below sub-rule (1) of the 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, S. C. Patel, GAS, Government of Gujarat authorized by Government of India, Ministry of Petroleum and Natural Gas vide Notification S. O. 2891 (E) dated 30 August 2017, Published in the Gazette of India on 2nd September 2017 under Section 2 (a) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) to perform the functions of Competent Authority for laying pipeline by Hindustan Petroleum Corporation Limited, for the purpose of transportation of Petroleum Product from Palanpur to Vadodara Pipeline Project (Chandisar to Asoj) in Gujarat State, in consultation with Hindustan Petroleum Corporation Limited to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in the Districts of Banaskantha, Patan, Mehsana, Sabarkantha, Gandhinagar, Kheda, Anand and Vadodara in the State of Gujarat.

**SCHEDULE**

Taluka : Palanpur		District : Banaskantha			State :Gujarat
Sl. No.	Name of the Village	S.O.No. and Date of Notification under sub-section (1)&(4) of Section 6			Date of Termination of Operation
1	2	3			4
1	CHANDISAR	54 (E)	Date	05/01/2017	27/07/2018
2	KUMBHALMER	54 (E)	Date	05/01/2017	27/07/2018
3	KHODLA	54 (E)	Date	05/01/2017	27/07/2018
4	VEDANCHA	54 (E)	Date	05/01/2017	27/07/2018
5	GADALWADA	54 (E)	Date	05/01/2017	27/07/2018
6	SANGROSANA	54 (E)	Date	05/01/2017	27/07/2018
7	TAKARWADA	54 (E)	Date	05/01/2017	27/07/2018
8	BADARPURA (KALUSANA)	54 (E)	Date	05/01/2017	27/07/2018

Taluka : Vadgam					
District : Banaskantha		State :Gujarat			
1	CHANGAVADA	56(E)	Date	05/01/2017	27/07/2018
2	CHANGA	56(E)	Date	05/01/2017	27/07/2018
3	SHERPURA (MAJADAR)	56(E)	Date	05/01/2017	27/07/2018
4	BHARKAVADA	56(E)	Date	05/01/2017	27/07/2018
5	MAJADAR	56(E)	Date	05/01/2017	27/07/2018
6	CHHAPI	56(E)	Date	05/01/2017	27/07/2018
7	KODARALI	56(E)	Date	05/01/2017	27/07/2018
8	EDRANA	56(E)	Date	05/01/2017	27/07/2018
9	FATEHGADH	56(E)	Date	05/01/2017	27/07/2018
10	NANOSANA	56(E)	Date	05/01/2017	27/07/2018
TALUKA : SIDDHPUR					
DISTRICT : PATAN		STATE:GUJARAT			
1	MELOJ	55 (E)	Date	05/01/2017	27/07/2018
2	MUDANA	55 (E)	Date	05/01/2017	27/07/2018
3	SANDESARI	55 (E)	Date	05/01/2017	05/07/2018
4	NAGVASAN	55 (E)	Date	05/01/2017	05/07/2018
5	GANVADA	55 (E)	Date	05/01/2017	05/07/2018
TALUKA : UNJHA					
DISTRICT : MEHSANA		STATE:GUJARAT			
1	KAHODA	50 (E)	Date	05/01/2017	05/07/2018
2	MAHERVADA	50 (E)	Date	05/01/2017	05/07/2018
3	UPERA	50 (E)	Date	05/01/2017	05/07/2018
4	KARANPUR	50 (E)	Date	05/01/2017	05/07/2018
5	KARLI	50 (E)	Date	05/01/2017	05/07/2018
TALUKA : VISNAGAR					
DISTRICT: MEHSANA		STATE:GUJARAT			
1	UMATA	3613 (E)	Date	28/11/2016	05/07/2018
2	HASANPUR	3613 (E)	Date	28/11/2016	05/07/2018
3	KIYADAR	3613 (E)	Date	28/11/2016	05/07/2018
4	GUNJA	3613 (E)	Date	28/11/2016	05/07/2018
5	RALISANA	3613 (E)	Date	28/11/2016	05/07/2018
6	BHALAK	3613 (E)	Date	28/11/2016	05/07/2018
7	LAXMIPURA	3613 (E)	Date	28/11/2016	24/05/2018
8	BAKARPUR	3613 (E)	Date	28/11/2016	24/05/2018
9	RANGAKUI	3613 (E)	Date	28/11/2016	24/05/2018
TALUKA : VIJAPUR					
DISTRICT : MEHSANA		STATE :GUJARAT			
1	MORVAD	3612 (E)	Date	28/11/2016	24/05/2018
2	GUCHHALI	3612 (E)	Date	28/11/2016	24/05/2018
3	TATOSAN	3612 (E)	Date	28/11/2016	24/05/2018
4	GERITA	3612 (E)	Date	28/11/2016	24/05/2018
5	KOLVADA	3612 (E)	Date	28/11/2016	24/05/2018
6	PILVAI	3612 (E)	Date	28/11/2016	24/05/2018
TALUKA : MANSA					
DISTRICT :GANDHINAGAR		STATE :GUJARAT			
1	CHADASANA	3609 (E)	Date	28/11/2016	24/05/2018

2	PALDI (VYAS)	3609 (E)	Date	28/11/2016	24/05/2018
3	VEDA	3609 (E)	Date	28/11/2016	24/05/2018
4	PUNDHARA	3609 (E)	Date	28/11/2016	24/05/2018
5	KUVADARA	3609 (E)	Date	28/11/2016	24/05/2018
6	RANGPUR	3609 (E)	Date	28/11/2016	24/05/2018
7	VARSDA	3609 (E)	Date	28/11/2016	24/05/2018
<b>TALUKA : PRANTIJ</b>		<b>DISTRICT : SABARKANTHA</b>		<b>STATE:GUJARAT</b>	
1	POYADA	404 (E)	Date	08/02/2017	14/04/2018
2	BOBHA	404 (E)	Date	08/02/2017	14/04/2018
3	SITWADA	404 (E)	Date	08/02/2017	14/04/2018
4	MAJRA	404 (E)	Date	08/02/2017	14/04/2018
5	ORAN	404 (E)	Date	08/02/2017	14/04/2018
6	TAJPUR (ORAN)	404 (E)	Date	08/02/2017	14/04/2018
7	KAROL	404 (E)	Date	08/02/2017	14/04/2018
8	GHADKAN	404 (E)	Date	08/02/2017	03/08/2018
9	SADANI MUVADI	404 (E)	Date	08/02/2017	03/08/2018
10	SUKHAD	404 (E)	Date	08/02/2017	03/08/2018
<b>Taluka : Dehgam</b>		<b>District : Gandhinagar</b>		<b>State :Gujarat</b>	
1	CHEKHLAPAGI	53(E)	Date	05/01/2017	03/08/2018
2	VASNA CHAUDHARY	53(E)	Date	05/01/2017	03/08/2018
3	KANTHARPURA	53(E)	Date	05/01/2017	03/08/2018
4	PATNA KUVA	53(E)	Date	05/01/2017	03/08/2018
5	DHARISANA	53(E)	Date	05/01/2017	03/08/2018
6	NAVANAGAR	53(E)	Date	05/01/2017	03/08/2018
7	JALIYA MATH	53(E)	Date	05/01/2017	03/08/2018
8	KHANPUR	53(E)	Date	05/01/2017	03/08/2018
9	LIHODA	53(E)	Date	05/01/2017	03/08/2018
10	MITHANA MUVADA	53(E)	Date	05/01/2017	03/08/2018
11	SHIYAVADA	53(E)	Date	05/01/2017	03/08/2018
12	ARJANJINA MUVADA	53(E)	Date	05/01/2017	03/08/2018
13	VASNA SOGTHI	53(E)	Date	05/01/2017	03/08/2018
14	DEVKARAN NA MUVADA	53(E)	Date	05/01/2017	03/08/2018
15	BARIYA	53(E)	Date	05/01/2017	03/08/2018
16	BARDOLI BARIYA	53(E)	Date	05/01/2017	03/08/2018
<b>Taluka : Kapadvanj</b>		<b>District : Kheda</b>		<b>State : Gujarat</b>	
1	NIKOL	410 (E)	Date	08/02/2017	10/07/2018
2	ANTARSUMBA	410 (E)	Date	08/02/2017	10/07/2018
3	KARKARIYA	410 (E)	Date	08/02/2017	10/07/2018
4	KABHAINA MUVADA	410 (E)	Date	08/02/2017	10/07/2018
5	UKARDINA MUVADA	410 (E)	Date	08/02/2017	10/07/2018
6	VAVNA MUVADA	410 (E)	Date	08/02/2017	10/07/2018
7	KOSAM	410 (E)	Date	08/02/2017	10/07/2018
8	ANTROLI	410 (E)	Date	08/02/2017	24/10/2018
9	TORANA	410 (E)	Date	08/02/2017	24/10/2018

Taluka : Kathlal					
		District : Kheda			State :Gujarat
1	MADADARA	411 (E)	Date	08/02/2017	03/08/2018
2	BHATERA	411 (E)	Date	08/02/2017	20/08/2018
3	PORDA BHATERA	411 (E)	Date	08/02/2017	09/10/2018
4	PAHAD	411 (E)	Date	08/02/2017	09/10/2018
5	SHAHPUR	411 (E)	Date	08/02/2017	09/10/2018
6	GHOHWADA	411 (E)	Date	08/02/2017	09/10/2018
Taluka : Mahudha					
		District : Kheda			State :Gujarat
1	PORDA	3611 (E)	Date	28/11/2016	09/10/2018
2	KAPRUPUR	3611 (E)	Date	28/11/2016	09/10/2018
3	ALINA	3611 (E)	Date	28/11/2016	09/10/2018
4	CHUNEL	3611 (E)	Date	28/11/2016	09/10/2018
5	SHERI	3611 (E)	Date	28/11/2016	09/10/2018
6	HERANJ	3611 (E)	Date	28/11/2016	09/10/2018
Taluka : Thasra					
		District : Kheda			State :Gujarat
1	KHIJALPUR TALPAD	3610 (E)	Date	28/11/2016	04/12/2018
Taluka : Umreth					
		District : Anand			State :Gujarat
1	GHORA	52 (E)	Date	05/01/2017	04/12/2018
2	THAMNA	52 (E)	Date	05/01/2017	04/12/2018
3	LINGDA	52 (E)	Date	05/01/2017	12/01/2019
4	ASHIPURA	52 (E)	Date	05/01/2017	30/12/2018
5	FATEPURA	52 (E)	Date	05/01/2017	30/12/2018
6	GANGAPURA	52 (E)	Date	05/01/2017	30/12/2018
7	DAGJIPURA	52 (E)	Date	05/01/2017	30/12/2018
8	SHILI	52 (E)	Date	05/01/2017	30/12/2018
9	KHORWAD	52 (E)	Date	05/01/2017	30/12/2018
Taluka : Anand					
		District : Anand			State :Gujarat
1	ODE	3608 (E)	Date	30/11/2016	30/12/2018
2	KHAMBHOLAJ	3608 (E)	Date	30/11/2016	30/12/2018
3	KHANPUR	3608 (E)	Date	30/11/2016	30/12/2018
Taluka : Savli					
		District : Vadodara			State :Gujarat
1	BHADARVA	408 (E)	Date	08/02/2017	30/12/2018
2	RANIYA	408 (E)	Date	08/02/2017	30/12/2018
3	BAHIDHARA	408 (E)	Date	08/02/2017	30/12/2018
4	MAHAPURA	408 (E)	Date	08/02/2017	30/12/2018
5	MOKSI	408 (E)	Date	08/02/2017	30/12/2018
6	ANJESAR	408 (E)	Date	08/02/2017	30/12/2018
7	KUNPAD	408 (E)	Date	08/02/2017	30/12/2018
8	MANJUSAR	408 (E)	Date	08/02/2017	30/12/2018
Taluka : Vadodara					
		District : Vadodara			State :Gujarat
1	ASOJ	409 (E)	Date	08/02/2017	30/12/2018

[F. No. R-12031/17/2017-OR-II/E-7284]

SANTANU DHAR, Under Secy.



नई दिल्ली, 15 मई, 2019

**का.आ. 840.**—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के द्वारा पेट्रोलियम पदार्थ परिवहन के लिए गुजरात राज्य में पालनपुर से वडोदरा पाइपलाइन परियोजना (चंडीसर से आसोज तक) के अंतर्गत पाइपलाइन बिछाई जाने के हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत सरकार के असाधारण राजपत्र, दिनांक 2 सितंबर 2017 को प्रकाशित अधिसूचना का. आ. 2891 (अ) दिनांक 30 अगस्त 2017 द्वारा प्राधिकृत, मैं, श्री एस. सी. पटेल, जी.ए.एस, गुजरात सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के उप-नियम (1) के अंतर्गत दी गई परिभाषा (1) के अंतर्गत अधिकारों के अनुपालन में हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है, और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तंभ 4 में गुजरात राज्य के बनावसकांठा, पाटण, मेहसाना, साबरकांठा, गांधीनगर, खेडा, आणंद तथा वडोदरा जिलों में प्रचलन की समाप्ति की तारीखें घोषित करता हूँ ।

## अनुसूची

तालुका : पालनपुर		जिला : बनावसकांठा		राज्य : गुजरात	
कं.सं.	गाँव का नाम	धारा 6(1) और 6(4) की का.आ. संख्या एवं दिनांक			प्रचलन समाप्ति का दिनांक
1	2	3			4
1	खोडला	2099	दिनांक	06/09/2017	27/07/2018
2	वेडंचा	2099	दिनांक	06/09/2017	27/07/2018
तालुका : वडगाम		जिला : बनावसकांठा		राज्य : गुजरात	
1	चंगवाडा	2099	दिनांक	06/09/2017	27/07/2018
2	चांगा	2099	दिनांक	06/09/2017	27/07/2018
3	शेरपुरा (मजादर)	2099	दिनांक	06/09/2017	27/07/2018
4	भरकावाडा	2099	दिनांक	06/09/2017	27/07/2018
5	मजादर	2099	दिनांक	06/09/2017	27/07/2018
6	छापी	2099	दिनांक	06/09/2017	27/07/2018
7	कोदराली	2099	दिनांक	06/09/2017	27/07/2018
8	एद्राणा	2099	दिनांक	06/09/2017	27/07/2018
9	फतेगढ	2099	दिनांक	06/09/2017	27/07/2018
10	नानोसणा	2099	दिनांक	06/09/2017	27/07/2018
तालुका : सिद्धपुर		जिला : पाटण		राज्य : गुजरात	
1	मेळोज	2960 (अ)	दिनांक	01/09/2017	27/07/2018
2	मुडाणा	2960 (अ)	दिनांक	01/09/2017	27/07/2018
3	संडेसरी	2960 (अ)	दिनांक	01/09/2017	05/07/2018
4	नागवासण	2960 (अ)	दिनांक	01/09/2017	05/07/2018
5	गणवाडा	2960 (अ)	दिनांक	01/09/2017	05/07/2018
तालुका : उंझा		जिला : मेहसाणा		राज्य : गुजरात	
1	कहोडा	2398	दिनांक	06/10/2017	05/07/2018
2	उपेरा	2398	दिनांक	06/10/2017	05/07/2018
3	करणपुर	2398	दिनांक	06/10/2017	05/07/2018

4	करली	2398	दिनांक	06/10/2017	05/07/2018
तालुका: विसनगर		जिला : मेहसाणा		राज्य : गुजरात	
1	उमता	2398	दिनांक	06/10/17	05/07/2018
2	गुंजा	2398	दिनांक	06/10/17	05/07/2018
3	भालक	2398	दिनांक	06/10/17	05/07/2018
तालुका: विजापुर		जिला : मेहसाणा		राज्य : गुजरात	
1	कोलवडा	2398	दिनांक	06/10/2017	24/05/2018
2	पीलवाई	2398	दिनांक	06/10/2017	24/05/2018
तालुका : माणसा		जिला : गांधीनगर		राज्य : गुजरात	
1	चडासणा	2572	दिनांक	30/10/2017	24/05/2018
2	पुंधरा	2572	दिनांक	30/10/2017	24/05/2018
3	रंगपुर	2572	दिनांक	30/10/2017	24/05/2018
4	वरसोडा	2572	दिनांक	30/10/2017	24/05/2018
तालुका : प्रांतिज		जिला : साबरकांठा		राज्य : गुजरात	
1	सीतवाडा	2573	दिनांक	30/10/2017	14/04/2018
2	ताजपुर(ओरण)	2573	दिनांक	30/10/2017	14/04/2018
तालुका : दहेगाम		जिला : गांधीनगर		राज्य : गुजरात	
1	धारीसणा	2572	दिनांक	30/10/2017	03/08/2018
2	खानपुर	2572	दिनांक	30/10/2017	03/08/2018
3	लीहोडा	2572	दिनांक	30/10/2017	03/08/2018
4	शियावाडा	2572	दिनांक	30/10/2017	03/08/2018
5	बारडोली बारीया	2572	दिनांक	30/10/2017	03/08/2018
तालुका : कपडवंज		जिला : खेडा		राज्य : गुजरात	
1	निकोल	2848	दिनांक	18/12/2017	10/07/2018
2	आंतरमुंबा	2848	दिनांक	18/12/2017	10/07/2018
3	करकरीया	2848	दिनांक	18/12/2017	10/07/2018
4	कामझना मुवाडा	2848	दिनांक	18/12/2017	10/07/2018
5	उकरडीना मुवाडा	2848	दिनांक	18/12/2017	10/07/2018
6	आंत्रोली	2848	दिनांक	18/12/2017	24/10/2018
7	तोरणा	2848	दिनांक	18/12/2017	24/10/2018
तालुका : कठलाल		जिला : खेडा		राज्य : गुजरात	
1	मडादरा	2848	दिनांक	18/12/2017	03/08/2018
2	भाटेरा	2848	दिनांक	18/12/2017	20/08/2018
3	पोरडा भाटेरा	2848	दिनांक	18/12/2017	09/10/2018
4	पहाड	2848	दिनांक	18/12/2017	09/10/2018
5	शाहपुर	2848	दिनांक	18/12/2017	09/10/2018

6	घोघावाडा	2848	दिनांक	18/12/2017	09/10/2018
तालुका : महुधा जिला : खेडा राज्य : गुजरात					
1	कपरूपुर	2848	दिनांक	18/12/2017	09/10/2018
2	अलिणा	2848	दिनांक	18/12/2017	09/10/2018
3	चुणेल	2848	दिनांक	18/12/2017	09/10/2018
4	शेरी	2848	दिनांक	18/12/2017	09/10/2018
5	हेरंज	2848	दिनांक	18/12/2017	09/10/2018
तालुका : उमरेठ जिला : आणंद राज्य : गुजरात					
1	घोरा	2607 (अ)	दिनांक	08/08/2017	04/12/2018
2	थामणा	2607 (अ)	दिनांक	08/08/2017	04/12/2018
3	लींगडा	2607 (अ)	दिनांक	08/08/2017	12/01/2019
4	आषीपुरा	2607 (अ)	दिनांक	08/08/2017	30/12/2018
5	फतेपुरा	2607 (अ)	दिनांक	08/08/2017	30/12/2018
6	गंगापुरा	2607 (अ)	दिनांक	08/08/2017	30/12/2018
7	दागजीपुरा	2607 (अ)	दिनांक	08/08/2017	30/12/2018
तालुका : आणंद जिला : आणंद राज्य : गुजरात					
1	ओड	2607 (अ)	दिनांक	08/08/2017	30/12/2018
2	खंभोळज	2607 (अ)	दिनांक	08/08/2017	30/12/2018
3	खानपुर	2607 (अ)	दिनांक	08/08/2017	30/12/2018
तालुका : सावली जिला : वडोदरा राज्य : गुजरात					
1	बहीधरा	2606(अ)	दिनांक	08/08/2017	30/12/2018
2	भादरवा	2606(अ)	दिनांक	08/08/2017	30/12/2018
3	राणीया	2606(अ)	दिनांक	08/08/2017	30/12/2018
4	महापुरा	2606(अ)	दिनांक	08/08/2017	30/12/2018
5	मोकसी	2606(अ)	दिनांक	08/08/2017	30/12/2018
6	अंजेसर	2606(अ)	दिनांक	08/08/2017	30/12/2018
7	कुनपाड	2606(अ)	दिनांक	08/08/2017	30/12/2018
8	मंजुसर	2606(अ)	दिनांक	08/08/2017	30/12/2018
1	आसोज	2606(अ)	दिनांक	08/08/2017	30/12/2018

[फा. सं. आर-12031/17/2017-ओआर-II/ई-7284]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 840.**— In Pursuance of powers conferred by Explanation 1 below sub-rule (1) of the 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, S. C. Patel, GAS, Government of Gujarat authorized by Government of India, Ministry of Petroleum and Natural Gas vide Notification S O 2891 (E) dated 30 August 2017, Published in the Gazette of India on 2nd September 2017 under Section 2 (a) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) to perform the functions of Competent Authority for laying pipeline by Hindustan Petroleum Corporation Limited, for the purpose of transportation of Petroleum Product from Palanpur to Vadodara Pipeline Project (Chandisar to Asoj) in Gujarat State, in consultation with Hindustan Petroleum Corporation Limited to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule

annexed herewith, as the dates of Termination of Operations in the Districts of Banaskantha, Patan, Mehsana, Sabarkantha, Gandhinagar, Kheda, Anand and Vadodara in the State of Gujarat.

### SCHEDULE

TALUKA : PALANPUR		DISTRICT : BANASKANTHA			STATE :GUJARAT
Sl. No.	Name of the Village	S.O.No. and Date of Notification under sub-section (1)&(4) of Section 6			Date of Termination of Operation
1	2	3			4
1	KHODLA	2099	Date	06/09/2017	27/07/2018
2	VEDENCHIA	2099	Date	06/09/2017	27/07/2018
TALUKA : VADGAM		DISTRICT : BANASKANTHA			STATE :GUJARAT
1	CHANGAVADA	2099	Date	06/09/2017	27/07/2018
2	CHANGA	2099	Date	06/09/2017	27/07/2018
3	SHERPURA (MAJADAR)	2099	Date	06/09/2017	27/07/2018
4	BHARKAVADA	2099	Date	06/09/2017	27/07/2018
5	MAJADAR	2099	Date	06/09/2017	27/07/2018
6	CHHAPI	2099	Date	06/09/2017	27/07/2018
7	KODARALI	2099	Date	06/09/2017	27/07/2018
8	EDRANA	2099	Date	06/09/2017	27/07/2018
9	FATEHGADH	2099	Date	06/09/2017	27/07/2018
10	NANOSANA	2099	Date	06/09/2017	27/07/2018
TALUKA : SIDDHPUR		DISTRICT : PATAN			STATE :GUJARAT
1	MELOJ	2960(E)	Date	01/09/2017	27/07/2018
2	MUDANA	2960(E)	Date	01/09/2017	27/07/2018
3	SANDESARI	2960(E)	Date	01/09/2017	05/07/2018
4	NAGVASAN	2960(E)	Date	01/09/2017	05/07/2018
5	GANAVADA	2960(E)	Date	01/09/2017	05/07/2018
TALUKA : UNJHA		DISTRICT : MEHSANA			STATE :GUJARAT
1	KAHODA	2398	Date	06/10/2017	05/07/2018
2	UPERA	2398	Date	06/10/2017	05/07/2018
3	KARANPURA	2398	Date	06/10/2017	05/07/2018
4	KARLI	2398	Date	06/10/2017	05/07/2018
TALUKA : VISNAGAR		DISTRICT : MEHSANA			STATE :GUJARAT
1	UMATA	2398	Date	06/10/2017	05/07/2018
2	GUNJA	2398	Date	06/10/2017	05/07/2018
3	BHALAK	2398	Date	06/10/2017	05/07/2018
TALUKA : VIJAPUR		DISTRICT : MEHSANA			STATE :GUJARAT
1	KOLVADA	2398	Date	06/10/2017	24/05/2018
2	PILVAI	2398	Date	06/10/2017	24/05/2018
TALUKA : MANASA		DISTRICT :GANDHINAGAR			STATE :GUJARAT
1	CHADASANA	2572	Date	30/10/2017	24/05/2018
2	PUNDHARA	2572	Date	30/10/2017	24/05/2018

3	RANGPUR	2572	Date	30/10/2017	24/05/2018
4	VARSDA	2572	Date	30/10/2017	24/05/2018
<b>TALUKA : PRANTIJ</b>		<b>DISTRICT : SABARKANTHA</b>			<b>STATE :GUJARAT</b>
1	SITWADA	2573	Date	30/10/2017	14/04/2018
2	TAJPUR (ORAN)	2573	Date	30/10/2017	14/04/2018
<b>TALUKA : DEHGAM</b>		<b>DISTRICT :GANDHINAGR</b>			<b>STATE :GUJARAT</b>
1	DHARISANA	2572	Date	30/10/2017	03/08/2018
2	KHANPUR	2572	Date	30/10/2017	03/08/2018
3	LIHODA	2572	Date	30/10/2017	03/08/2018
4	SHIYAVADA	2572	Date	30/10/2017	03/08/2018
5	BARDOLI (BARIYA)	2572	Date	30/10/2017	03/08/2018
<b>Taluka : Kapadvanj</b>		<b>District : Kheda</b>			<b>State : Gujarat</b>
1	NIKOL	2848	Date	18/12/2017	10/07/2018
2	ANTARSUMBA	2848	Date	18/12/2017	10/07/2018
3	KARKARIYA	2848	Date	18/12/2017	10/07/2018
4	KABHAINA MUVADA	2848	Date	18/12/2017	10/07/2018
5	UKARDINA MUVADA	2848	Date	18/12/2017	10/07/2018
6	ANTROLI	2848	Date	18/12/2017	24/10/2018
7	TORNA	2848	Date	18/12/2017	24/10/2018
<b>Taluka : Kathlal</b>		<b>District : Kheda</b>			<b>State : Gujarat</b>
1	MADADARA	2848	Date	18/12/2017	03/08/2018
2	BHATERA	2848	Date	18/12/2017	20/08/2018
3	PORDA BHATERA	2848	Date	18/12/2017	09/10/2018
4	PAHAD	2848	Date	18/12/2017	09/10/2018
5	SHAHPUR	2848	Date	18/12/2017	09/10/2018
6	GHOUGHAWADA	2848	Date	18/12/2017	09/10/2018
<b>Taluka : Mahudha</b>		<b>District : Kheda</b>			<b>State : Gujarat</b>
1	KAPRUPUR	2848	Date	18-12-2017	09/10/2018
2	ALINA	2848	Date	18/12/2017	09/10/2018
3	CHUNEL	2848	Date	18/12/2017	09/10/2018
4	SHERI	2848	Date	18/12/2017	09/10/2018
5	HERANJ	2848	Date	18/12/2017	09/10/2018
<b>Taluka : Umreth</b>		<b>District : Anand</b>			<b>State :Gujarat</b>
1	GHORA	2607 (E)	Date	08/08/2017	04/12/2018
2	THAMNA	2607 (E)	Date	08/08/2017	04/12/2018
3	LINGDA	2607 (E)	Date	08/08/2017	12/01/2019
4	ASHIPURA	2607 (E)	Date	08/08/2017	30/12/2018
5	FATEPURA	2607 (E)	Date	08/08/2017	30/12/2018
6	GANGAPURA	2607 (E)	Date	08/08/2017	30/12/2018
7	DAGJIPURA	2607 (E)	Date	08/08/2017	30/12/2018
<b>Taluka : Anand</b>		<b>District : Anand</b>			<b>State :Gujarat</b>
1	ODE	2607 (E)	Date	08/08/2017	30/12/2018

2	KHAMBHOLAJ	2607 (E)	Date	08/08/2017	30/12/2018
3	KHANPUR	2607 (E)	Date	08/08/2017	30/12/2018
Taluka : Savli		District : Vadodara			State :Gujarat
1	BAHIDHARA	2606 (E)	Date	08/08/2017	30/12/2018
2	BHADARVA	2606 (E)	Date	08/08/2017	30/12/2018
3	RANIYA	2606 (E)	Date	08/08/2017	30/12/2018
4	MAHAPURA	2606 (E)	Date	08/08/2017	30/12/2018
5	MOKSI	2606 (E)	Date	08/08/2017	30/12/2018
6	ANJESAR	2606 (E)	Date	08/08/2017	30/12/2018
7	KUNPAD	2606 (E)	Date	08/08/2017	30/12/2018
8	MANJUSAR	2606 (E)	Date	08/08/2017	30/12/2018
1	ASOJ	2606 (E)	Date	08/08/2017	30/12/2018

[F. No. R-12031/17/2017-OR-II/E-7284]

SANTANU DHAR, Under Secy.

नई दिल्ली, 15 मई, 2019

**का.आ. 841.**—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) के नियम 2 (क) के अंतर्गत हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड के द्वारा पेट्रोलियम पदार्थ परिवहन के लिए गुजरात राज्य में पालनपुर से वडोदरा पाइपलाइन परियोजना (चंडीसर से आसोज तक) के अंतर्गत पाइपलाइन बिछाई जाने के हेतु सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए, भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की भारत सरकार के असाधारण राजपत्र, दिनांक 2 सितंबर 2017 को प्रकाशित अधिसूचना का. आ. 2891 (अ) दिनांक 30 अगस्त 2017 द्वारा प्राधिकृत, मैं, श्री एस. सी. पटेल, जी.ए.एस., गुजरात सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 के नियम 4 के उप-नियम (1) के अंतर्गत दी गई परिभाषा (1) के अंतर्गत अधिकारों के अनुपालन में हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, जिसमें यथास्थित, उस क्षेत्र में भूमि में उपयोग का अधिकार निहित किया गया है, और उस क्षेत्र में पाइपलाइन का स्वामित्व निहित है, के परामर्श से संलग्न अनुसूची के स्तंभ 4 में गुजरात राज्य के बनावसकांठा, पाटण, मेहसाना, साबरकांठा, गांधीनगर, खेडा, आणंद तथा वडोदरा जिलों में प्रचलन की समाप्ति की तारीखें घोषित करता हूँ ।

## अनुसूची

तालुका : पालनपुर		जिला : बनावसकांठा		राज्य : गुजरात	
कं.सं.	गाँव का नाम	धारा 6(1) और 6(4) की का.आ. संख्या एवं दिनांक			प्रचलन समाप्ति का दिनांक
1	2	3			4
1	चंडीसर	6029 (अ)	दिनांक	26/11/2018	04/12/2018
2	वेडंचा	6029 (अ)	दिनांक	26/11/2018	04/12/2018
तालुका : वडगाम		जिला : बनावसकांठा		राज्य : गुजरात	
1	चंगवाडा	6029 (अ)	दिनांक	26/11/2018	04/12/2018
2	चांगा	6029 (अ)	दिनांक	26/11/2018	04/12/2018
3	शेरपुरा (मजादर)	6029 (अ)	दिनांक	26/11/2018	04/12/2018
4	छापी	6029 (अ)	दिनांक	26/11/2018	04/12/2018
तालुका : सिध्दपुर		जिला : पाटण		राज्य : गुजरात	
1	मुडाणा	4813 (अ)	दिनांक	10/09/2018	15/11/2018
2	नागवासण	4813 (अ)	दिनांक	10/09/2018	15/11/2018
3	गणवाडा	4813 (अ)	दिनांक	10/09/2018	15/11/2018
तालुका : उंझा		जिला : मेहसाणा		राज्य : गुजरात	
1	कहोडा	4811(अ)	दिनांक	10/09/2018	15/11/2018
2	उपेरा	4811(अ)	दिनांक	10/09/2018	15/11/2018

तालुका : विसनगर			जिला : मेहसाणा		राज्य : गुजरात
1	उमता	4811(अ)	दिनांक	10/09/2018	29/11/2018
2	गुंजा	4811(अ)	दिनांक	10/09/2018	29/11/2018
3	भालक	4811(अ)	दिनांक	10/09/2018	29/11/2018
तालुका : माणसा			जिला : गांधीनगर		राज्य : गुजरात
1	वेडा	4810(अ)	दिनांक	10/09/2018	29/11/2018
तालुका : प्रातिज			जिला : साबरकांठा		राज्य : गुजरात
1	सीतवाडा	4812(अ)	दिनांक	10/09/2018	29/11/2018
तालुका : दहेगाम			जिला : गांधीनगर		राज्य : गुजरात
1	देवकरणना मुवाडा	4810(अ)	दिनांक	10/09/2018	29/11/2018
तालुका : कपडवंज			जिला : खेडा		राज्य : गुजरात
1	निकोल	5167 (अ)	दिनांक	04/10/2018	04/12/2018
2	आंतरसुंबा	5167 (अ)	दिनांक	04/10/2018	04/12/2018
3	करकरीया	5167 (अ)	दिनांक	04/10/2018	04/12/2018
4	कामझुना मुवाडा	5167 (अ)	दिनांक	04/10/2018	04/12/2018
5	उकरडीना मुवाडा	5167 (अ)	दिनांक	04/10/2018	04/12/2018
6	कोसम	5167 (अ)	दिनांक	04/10/2018	04/12/2018
7	आंदोली	5167 (अ)	दिनांक	04/10/2018	04/12/2018
8	तोरणा	5167 (अ)	दिनांक	04/10/2018	04/12/2018
तालुका : कठलाल			जिला : खेडा		राज्य : गुजरात
1	मडादरा	5167 (अ)	दिनांक	04/10/2018	19/11/2018
2	भाटेरा	5167 (अ)	दिनांक	04/10/2018	19/11/2018
3	पोरडा भाटेरा	5167 (अ)	दिनांक	04/10/2018	19/11/2018
4	शाहपुर	5167 (अ)	दिनांक	04/10/2018	19/11/2018
5	घोघावाडा	5167 (अ)	दिनांक	04/10/2018	19/11/2018
तालुका : महुधा			जिला : खेडा		राज्य : गुजरात
1	पोरडा	5167 (अ)	दिनांक	04/10/2018	04/12/2018
2	शेरी	5167 (अ)	दिनांक	04/10/2018	04/12/2018
3	हेरंज	5167 (अ)	दिनांक	04/10/2018	04/12/2018
तालुका : उमरेठ			जिला : आणंद		राज्य : गुजरात
1	थामणा	5168 (अ)	दिनांक	04/10/2018	04/12/2018
2	लींगडा	5168 (अ)	दिनांक	04/10/2018	12/01/2019
3	आशीपुरा	5168 (अ)	दिनांक	04/10/2018	30/12/2018
तालुका : आणंद			जिला : आणंद		राज्य : गुजरात
1	ओड	5168 (अ)	दिनांक	04/10/2018	30/12/2018
2	खंभोळज	5168 (अ)	दिनांक	04/10/2018	30/12/2018
3	खानपुर	5168 (अ)	दिनांक	04/10/2018	30/12/2018
तालुका : वडोदरा			जिला : वडोदरा		राज्य : गुजरात
1	आसोज	1712 (अ)	दिनांक	17/04/2018	30/12/2018

[फा. सं. आर-12031/17/2017-ओआर-II/ई-7284]

शान्तनु धर, अवर सचिव

New Delhi, the 15th May, 2019

**S.O. 841.**—In Pursuance of powers conferred by Explanation 1 below sub-rule (1) of the 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Lands) Rules, 1963, I, S. C. Patel, GAS, Government of Gujarat authorized by Government of India, Ministry of Petroleum and Natural Gas vide Notification S O 2891 (E) dated 30 August 2017, Published in the Gazette of India on 2nd September 2017, under Section 2 (a) of Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) to perform the functions of Competent Authority for laying pipeline by Hindustan Petroleum Corporation Limited, for the purpose of transportation of Petroleum Product from Palanpur to Vadodara Pipeline Project (Chandisar to Asoj) in Gujarat State, in consultation with Hindustan Petroleum Corporation Limited to whom the Right of User in the land in that area has been vested and in whom the ownership of the pipeline in that area vests, hereby declare the dates, mentioned in Column 4 of the Schedule annexed herewith, as the dates of Termination of Operations in the Districts of Banaskantha, Patan, Mehsana, Sabarkantha, Gandhinagar, Kheda, Anand and Vadodara in the State of Gujarat.

**SCHEDULE**

<b>TALUKA : PALANPUR</b>		<b>DISTRICT :BANASKANTHA</b>			<b>STATE :GUJARAT</b>
<b>Sl. No.</b>	<b>Name of the Village</b>	<b>S.O.No. and Date of Notification under sub-section (1)&amp;(4) of Section 6</b>			<b>Date of Termination of Operation</b>
<b>1</b>	<b>2</b>	<b>3</b>			<b>4</b>
<b>1</b>	<b>CHANDISAR</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>2</b>	<b>VEDENCHA</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>TALUKA : VADGAM</b>		<b>DISTRICT : BANASKANTHA</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>CHANGVADA</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>2</b>	<b>CHANGA</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>3</b>	<b>SHERPURA (MAJADAR)</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>4</b>	<b>CHHAPI</b>	6029(E)	Date	26/11/2018	04/12/2018
<b>TALUKA : SIDDHPUR</b>		<b>DISTRICT : PATAN</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>MUDANA</b>	4813 (E)	Date	10/09/2018	15/11/2018
<b>2</b>	<b>NAGVASAN</b>	4813 (E)	Date	10/09/2018	15/11/2018
<b>3</b>	<b>GANVADA</b>	4813 (E)	Date	10/09/2018	15/11/2018
<b>TALUKA : UNJHA</b>		<b>DISTRICT : MEHSANA</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>KAHODA</b>	4811(E)	Date	10/09/2018	15/11/2018
<b>2</b>	<b>UPERA</b>	4811(E)	Date	10/09/2018	15/11/2018
<b>TALUKA : VISNAGAR</b>		<b>DISTRICT : MEHSANA</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>UMATA</b>	4811 (E)	Date	10/09/2018	29/11/2018
<b>2</b>	<b>GUNJA</b>	4811 (E)	Date	10/09/2018	29/11/2018
<b>3</b>	<b>BHALAK</b>	4811 (E)	Date	10/09/2018	29/11/2018
<b>TALUKA : MANSA</b>		<b>DISTRICT :GANDHINAGR</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>VEDA</b>	4810 (E)	Date	10/09/2018	29/11/2018
<b>TALUKA : PRANTIJ</b>		<b>DISTRICT: SABARKANTHA</b>			<b>STATE : GUJARAT</b>
<b>1</b>	<b>SITWADA</b>	4812 (E)	Date	10/09/2018	29/11/2018



TALUKA : DEHGAM		DISTRICT : GANDHINAGR			STATE : GUJARAT
1	DEVKARAN NA MUVADA	4810 (E)	Date	10/09/2018	29/11/2018
Taluka : Kapadvanj		District : Kheda			State : Gujarat
1	NIKOL	5167 (E)	Date	04/10/2018	04/12/2018
2	ANTARSUMBA	5167 (E)	Date	04/10/2018	04/12/2018
3	KARKARIYA	5167 (E)	Date	04/10/2018	04/12/2018
4	KABHAINA MUVADA	5167 (E)	Date	04/10/2018	04/12/2018
5	UKARDINA MUVADA	5167 (E)	Date	04/10/2018	04/12/2018
6	KOSAM	5167 (E)	Date	04/10/2018	04/12/2018
7	ANTROLI	5167 (E)	Date	04/10/2018	04/12/2018
8	TORNA	5167 (E)	Date	04/10/2018	04/12/2018
Taluka : Kathlal		District : Kheda			State : Gujarat
1	MADADARA	5167 (E)	Date	04/10/2018	19/11/2018
2	BHATERA	5167 (E)	Date	04/10/2018	19/11/2018
3	PORDA BHATERA	5167 (E)	Date	04/10/2018	19/11/2018
4	SHAHPUR	5167 (E)	Date	04/10/2018	19/11/2018
5	GHOUGHAWADA	5167 (E)	Date	04/10/2018	19/11/2018
Taluka : Mahudha		District : Kheda			State : Gujarat
1	PORDA	5167 (E)	Date	04/10/2018	04/12/2018
2	SHERI	5167 (E)	Date	04/10/2018	04/12/2018
3	HERANJ	5167 (E)	Date	04/10/2018	04/12/2018
Taluka : Umreth		District : Anand			State : Gujarat
1	THAMNA	5168 (E)	Date	04/10/2018	04/12/2018
2	LINGDA	5168 (E)	Date	04/10/2018	12/01/2019
3	ASHIPURA	5168 (E)	Date	04/10/2018	30/12/2018
Taluka : Anand		District : Anand			State :Gujarat
1	ODE	5168 (E)	Date	04/10/2018	30/12/2018
2	KHAMBHOLAJ	5168 (E)	Date	04/10/2018	30/12/2018
3	KHANPUR	5168 (E)	Date	04/10/2018	30/12/2018
Taluka : Vadodara		District : Vadodara			State :Gujarat
1	ASOJ	1712 (E)	Date	17/04/2018	30/12/2018

[F. No. R-12031/17/2017-OR-II/E-7284]

SANTANU DHAR, Under Secy.

नई दिल्ली, 20 मई, 2019

**का.आ. 842.**—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम 1971 (1971 का 40) के खंड 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र में प्रकाशित पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय, भारत सरकार की अधिसूचना, का. आ संख्या 1528 दिनांक 24 जुलाई 2015 के अधिक्रमण में, केंद्र सरकार उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी को एतद्वारा सांविधिक प्राधिकारी के समकक्ष रैंक के अधिकारी को नीचे दी गई तालिका के अनुसार नियुक्त करती है, जो कथित तालिका के स्थानीय कॉलम 3 में इसी प्रविष्टि में निर्दिष्ट सार्वजनिक परिसर के संबंध में अधिकार क्षेत्र की स्थानीय सीमाओं के भीतर उक्त अधिनियम के तहत सम्पदा अधिकारी के कर्तव्यों का पालन करते हुए प्रदत्त शक्तियों का प्रयोग करेगा।

**तालिका**

क्रम सं	इकाई / कार्यालय का नाम	अधिकारी का पदनाम	सरकारी स्थान की श्रेणियां और क्षेत्राधिकार की स्थानीय सीमा
	नुमालीगढ़ रिफाइनरी लिमिटेड	श्री विश्वदीप गोस्वामी, मुख्य प्रबन्धक (नगरबसती एवं संपदा), नुमालीगढ़ रिफाइनरी लिमिटेड, पी ओ : नुमालीगढ़ रिफाइनरी परिसर, जिला गोलाघाट 785699 असम	नुमालीगढ़ रिफाइनरी लिमिटेड जिला गोलाघाट असम में स्थित नुमालीगढ़ रिफाइनरी लिमिटेड के प्राशासनिक नियंत्रणाधीन सभी परिसर

[फा. सं. आर-12041(11)/16/2017-ओआर-II/ई-7909]

शांतनु धर, अवर सचिव

New Delhi, the 20th May, 2019

**S.O. 842.**—In exercise of the power conferred by section 3 of the Public Premises (Eviction of Un-authorised Occupants) Act-1971 (40 of 1971) and in supersession of the notification of the Government of India in the Ministry of Petroleum & Natural Gas S.O No. 1528 dated 24<sup>th</sup> July 2015 the Central Government hereby appoints the Officer mentioned in the table below, being officer of equivalent rank of Statutory Authority, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officer by or under the said Act within the local limits of the jurisdiction in respect of the public premises specified in the corresponding entry in local column 3 of the said table.

**TABLE**

Sl. No.	Name of the Unit/ Office	Designation of the Officer	Categories of the Public premises and local limits of jurisdiction
1.	Numaligarh Refinery Limited	Shri Biswadeep Goswami , Chief Manager (Township & Estate), Numaligarh Refinery Ltd., PO : Numaligarh Refinery Complex, Dist. Golaghat-785699 Assam	All premises under the administrative control of Numaligarh Refinery Limited located at Numaligarh, Dist. Golaghat, Assam

[F. No. R-12041(11)/16/2017-OR-II/E-7909]

SANTANU DHAR, Under Secy.

नई दिल्ली, 21 मई, 2019

**का.आ. 843.**—केंद्रीय सरकार, तेल उद्योग (विकास) अधिनियम, 1974 (1974 का 47) की धारा 3 की उपधारा (3) (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा श्री संजीव सिंह, चेयरमैन, आईओसीएल को 01.06.2019 से 30.06.2020 तक या अगले आदेश होने तक, जो भी पहले हो, तेल उद्योग विकास बोर्ड का सदस्य नियुक्त करती है।

[फा. सं. जी-38011/41/2016-वित्त-I]

पेरिन देवी, निदेशक

New Delhi, the 21st May, 2019

**S.O. 843.**—In exercise of the Powers conferred by Sub-Section (3)(c) of Section 3 of the Oil Industry (Development) Act, 1974(47 of 1974), the Central Government hereby appoints Sh. Sanjiv Singh, Chairman, IOCL as a member of the Oil Industry Development Board w.e.f. 01.06.2019 to 30.06.2020 or until further orders, whichever is earlier.

[F. No. G-38011/41/2016-Fin. I]

PERIN DEVI, Director

**श्रम एवं रोजगार मंत्रालय**

नई दिल्ली, 14 मई, 2019

**का. आ. 844.**—औद्योगिक विवाद अधिनियम, (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स निदेशक, सरदार वल्लभभाई राष्ट्रीय प्रौद्योगिकी संस्थान, इचानाथ, सूरत (गुजरात) और अन्य एवं उनके कर्मचारी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, अहमदाबाद के पंचाट (संदर्भ संख्या 27/2018) को प्रकाशित करती है जो केन्द्रीय सरकार को 22/04/19 को प्राप्त हुआ था।

[सं. एल-42011/32/2018-आईआर(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

**MINISTRY OF LABOUR AND EMPLOYMENT**New Delhi, the 14<sup>th</sup> May, 2019

**S.O. 844.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No 27/2018) of the Central Government Industrial Tribunal-cum-Labour Court Ahmedabad, as shown in the Annexure, in the Industrial dispute between the employers in relation to The Director, Sardar Vallabhbhai National Institute of Technology, Ichhanath, Surat (Gujarat) & Others, and their workmen which were received by the Central Government on 22/04/19.

[No. L-42011/32/2018-IR(DU)]

V. K. THAKUR, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD**

**Present :** Pramod Kumar Chaturvedi, Presiding Officer,  
CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 10<sup>th</sup> April, 2019

**Reference: (CGITA) No. 27/2018**

The Chairperson,  
Sardar Vallabhbhai National Institute of Technology,  
Ichhanath, Surat (Gujarat) – 395007

... First Party

**V/s**

The President,  
Sardar Vallabhbhai National Institute of Technology  
Employees Association,  
A-1002, Siddhi Tower,  
Samarth Park, Adajan Char Rasta,  
Surat (Gujarat) – 395009

... Second Party

For the First Party : None  
For the Second Party : None

**AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-42011/32/2018–IR(DU) dated 16.04.2018 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

**SCHEDULE**

“Whether the demand of the Sardar Vallabhbhai Institute of Technology (SVNIT) Employees Union for pay scale, Increment, Bonus Leave Salary, Medical Benefits and other benefits for the workmen (who are employed in daily paid unskilled and skilled category and working since long) as per prevailing labour laws is fair, just and legal? If yes, to what relief the concerned workmen are entitled to?”

1. The reference dates back to 16.04.2018 and received on 20.04.2018 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. After receiving the schedule of reference from Government of India, Ministry of Labour and Employment, New Delhi, notices were issued to both the parties on 15.05.2018 to appear on 15.06.2018 to submit their claims. But the second party union did not prefer to submit the statement of claim. Thereafter, despite giving 6 more opportunities on 09.08.2018, 04.10.2018, 14.11.2018, 02.01.2019, 20.02.2019 and 10.04.2019, the second party union refrained to submit statement of claim.
3. Thus it appears that the second party union is not willing to prosecute the reference.
4. Therefore, the reference is disposed of in the absence of the statement of claim of the second party union with the observation as under: “the demand of the Sardar Vallabhbhai Institute of Technology (SVNIT) Employees Union for pay scale, Increment, Bonus Leave Salary, Medical Benefits and other benefits for the workmen (who are employed in daily paid unskilled and skilled category and working since long) as per prevailing labour laws is not fair, just and legal.”
5. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 मई, 2019

**का. आ. 845.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स, निदेशक, फेडरेशन ऑफ इंडियन एक्सपोर्ट ऑर्गेनाइजेशन, मुंबई एवं उनके कर्मचारी और अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, न. 2 मुंबई के पंचाट (संदर्भ संख्या CGIT-2/1 of 2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 03.04.2019 को प्राप्त हुआ था ।

[सं. एल-42012/98/2016-आईआर(डीयू)]

वी. के. ठाकुर, अनुभाग अधिकारी

New Delhi, the 14<sup>th</sup> May, 2019

**S.O. 845.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT-2/01 of 2017) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the Industrial dispute between the employers in relation to the The Director, Federation of Indian Export Organisations, Mumbai and their workmen & Others, which was received by the Central Government on 03.4.2019.

[No. L-42012/98/2016-IR(DU)]

V. K. THAKUR, Section Officer

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI**

**PRESENT**

**M. V. Deshpande, Presiding Officer**

**REFERENCE NO.CGIT-2/ 1 of 2017**

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF FEDERATION OF INDIAN EXPORT ORGANISATIONS**

The Director,  
Federation of Indian Export Organisations,  
Union No.3A, 4<sup>th</sup> Floor, Times Square, E-Wing,  
Andheri Kurla Road, Chimpapada, Marol,  
Andheri, Mumbai – 400 059.

**AND**

**THEIR WORKMEN.**

Smt. Sheetal Chandel,  
Swami Darshan, Shelar Park,  
7<sup>th</sup> Floor, Flat No. 702,  
Khadak Pada Chowk,  
Kalyan [West], Pin – 421 301.

**APPEARANCES:**

FOR THE EMPLOYER : Mr. G. M D'mello,  
Advocate

FOR THE WORKMEN : Mr. B. K. Hedge,  
Advocate

Mumbai, dated the 18<sup>th</sup> February, 2019

**AWARD**

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-42012/98/2016 – IR (DU) dated 22.12.2016. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Federation of Indian Export Organisations in terminating the services of Smt. Sheetal Chandel, Senior Record Keeper w.e.f. 01.03.2013 as per order dated 01.03.2013 by the Joint Director (Personnel), Head Quarter Office, New Delhi without issuing any charge-sheet and or conducting any enquiry into the charge leveled against her, is just & legal ? If not, what relief the workman concerned is entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. The second party workman has filed statement of claim Ex.3. According to the second party workman, she joined the service of first party federation in May '99 as Sr. Record Keeper and subsequently she was promoted to the post of Clerk. Her services came to be confirmed w.e.f. 14.2.03. She was continuously working without any break from the year 1999 in her service until her services was illegally and arbitrarily terminated w.e.f. 1.3.13.

4. It is the case of the second party workman that on 1.3.13 first party federation issued letter under the signature of Shri A.P. Srivastava, Joint Director and thereby it was informed to her that in terms of clause (ii) of terms & conditions of second party workman's appointment letter, the federation has decided not to avail the services of second party workman and the second party workman stands relieved from the employment w.e.f. 1.3.13 [A.N.].

5. It is thus case of the second party workman that she had worked more than 240 days in each block year of 12 month of her service prior to 1.3.13. She was working on the permanent post and was a permanent employee on the role of the first party federation. The first party federation terminated her services in total disregard to the mandatory

provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. The retrenchment is ab-initio and null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. Even the first party federation has not offered retrenchment compensation till date as per mandatory provisions of section 25 F (b) and not intimated the retrenchment to the concerned authority as required u/s. 25 F (c) of the I.D. Act, 1947. The first party federation did not give notice in the prescribed manner on the appropriate government or such authority as prescribed by the Central Govt. No seniority list was displayed or intimation of the retrenchment sent to the appropriate govt. or to the office of RLC about the retrenchment of the second party workman. While retrenching her services from the employment of the federation, the first party federation retained junior employee working in the cadre of second party. Mrs. Vandana More & Annie Chikle were junior clerks working in the employment of first party. Therefore the retrenchment is also in violation of provisions of section 25 G of the I.D. Act, 1947.

6. According to the second party workman she approached the office of ALC for conciliation but due to non-cooperation of the management the conciliation failed.

7. Second party workman is therefore asking for declaration to the effect that termination of her services by order dt. 1.3.13 amounted to retrenchment and the retrenchment is null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. She is also asking for reinstatement on her original post with full back wages, continuity of service, attendant benefits from the date of termination till reinstatement.

8. The first party federation resisted claim by filing written statement Ex.7 contending therein that since the order of her appointment in service in the year 2003 the second party workman has been in constant habit of coming late. She had been given many opportunities for the improvements in her attitude but she could not change her attitude. The second party workman was given show cause notice on 7.7.04 for her late comings. She reported late 9 times in the month of May '04 and in June '04 she reported late 9 times. She submitted reply to show cause notice on 8.4.04 and apologized for her late reporting in the office and gave excuses of transport trouble & health ground. Considering her reply and applying sympathetic consideration towards her, only warning was given to her and she was warned that if late coming is repeated, she will face administrative action. However, her behavior and attitude of late coming remained the same. She was regular in coming late. Therefore the warning memo was issued on 8.5.07. She was asked to maintain minimum balance of leave for any emergency but she did not bother to take note of that. She was absent from duty without informing the office. In this manner all her sick leaves were taken by her. In these circumstances warning memo was issued but she was not adhering to the office time inspite of warnings. She did not improve her conduct and attitude. Her irresponsible attitude amounted to insubordination which called for disciplinary action. As per her service record she reported 9 days late in July '09 and 12 days late in Oct. '09. Therefore office memorandum was given to her on 23.11.09 asking explanation on her reporting late in the office. She gave reply on 26.11.09. She admitted her late coming but gave excuses. Being continuous indiscipline and insubordination by the second party, office memorandum dt. 16.12.09 was issued to her. She did not want to improve her punctuality therefore she was given caution note on 17.2.10. Even then she continued with her late coming in the office and therefore another letter was given to her on 19.3.10.

9. According to the first party since there was no improvement in the conduct & behavior of the second party workman, first party was compelled to issue office memorandum to her on 5.5.10. Considering the continuous late coming by second party workman, her increment was frozen in the year 2010. In spite of adversaries issued to the concerned workman she did not improve for maintaining punctuality. In spite of all memos given to her there was no improvement in her behavior. Therefore termination letter was given to her dt. 1.3.13 within the frame work of the rules of service.

10. It is thus the case of the first party that the concerned workman was relieved from the service because of her misconduct and indiscipline and there was no question of looking into the seniority list. It is thus denied by the first party that the retrenchment is ab-initio & void. The first party has thus sought dismissal of the reference.

11. The second party workman by filing rejoinder Ex.9 reiterated that her services came to be terminated arbitrarily and in total disregard to principles of natural justice and in total disregard to the mandatory provisions of I.D. Act. It is then contended that from 21.12.11 to 25.12.11 she was admitted in City care hospital in Kalyan. Doctor advised her to take complete bed rests for two months. She applied for leave and submitted medical certificate for her sickness and the leave was granted. She was not absent during the period without any valid reason. With this, she has reiterated that she is entitled to relief of reinstatement with full back wages, continuity of service and other benefits.

12. Following issues are framed at Ex.12. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Does the Second Party Workman prove that her termination of service by office order dt. 1 <sup>st</sup> March, 2013, by the 1 <sup>st</sup> Party amounted to retrenchment and the retrenchment is null and void for non-compliance of the	Yes

	mandatory provisions of Section 25 F (a) (b) (c) of the I.D. Act, 1947?	
2.	Does the Second Party Workman prove that she is entitled to the relief of reinstatement with full back wages, continuity in service and attendant benefits for the interregnum ?	Yes
3.	Whether the Second Party Workman is entitled to cost of the Reference and incidental to her ?	No
4.	What Award ?	As per final order

### REASONS

#### Issue No. 1.

13. From the evidence of the concerned workman it is clear that in May '99 she joined service of first party federation as a temporary staff and subsequently she was confirmed by the management of the first party w.e.f. 14.2.03 as a Sr. Record keeper. It is then clear from her evidence that from May '99 she was continuously working without any break in her service and as such she had worked for more than 240 days during the preceding 12 months of termination of services on 1.3.13. She had worked for more than 240 days in each block of 12 months from May '99. This sort of evidence of concerned workman has gone unchallenged as there is no cross examination directed against her in the context.

14. The point therefore creeps in whether in the circumstances termination of the services of the concerned workman would amount to retrenchment within the meaning of expression as defined in section 2 (o) of I.D. Act, 1947. Obviously, the concerned workman was not on probation as she claims that she was confirmed by the management of first party w.e.f. 14.2.03 as a Sr. Record Keeper and that she had worked more than 240 days in each block of 12 months from May '99. As per section 2 (o) retrenchment means the termination by the employer of the service of a workman for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action, but does not include;

- (a) Voluntarily retirement of the workmen or
- (b) Retirement of the workman on reaching the age of superannuation and
- (c) Termination of service of the workman on the ground of continues ill-health.

15. From the above definition, it is clear that the termination of the concerned workman amounted to retrenchment since it is not by way of voluntary retirement or retirement on reaching the age of superannuation or as a result of non-renewal of the contract of employment between the employer and the concerned workman. Here in the instant case from the termination letter it is clear that the services of the concerned workman came to be terminated in terms of clause (2) of terms & conditions of appointment letter on the ground that the first party federation has decided not to avail her services and that the concerned workman stood relieved w.e.f. 1.3.13 [A.N]. Even though the office order dt. 1.3.13 shows that the concerned workman stood relieved but then the order clearly reflected termination of the services of the concerned workman that to without giving any reasons and on the findings that the federation has decided not to avail her services.

16. Even considering the facts of this case, termination of the services of the concerned workman does not fall within any of the expected or to be precise excluded categories. Undoubtedly, therefore the termination would constitute retrenchment and it is well settled that where pre-requisite for valid retrenchment as laid down in section 25 F has not been complied with retrenchment bringing about termination of services is void ab-initio.

17. In the decision in case of State of Bombay V/S. Hospital Mazdoor Sabha – 1960 – I – LLJ – 251, it is held that failure to comply with the requirement of Section 25 F of I.D. Act which prescribes the condition precedent for valid retrenchment renders the order of retrenchment invalid and inoperative. In other words, it does not bring about cessation of service of the workman and the workman continues to be in service. So now it is to be seen whether the retrenchment of the concerned workman is in consonance with section 25 of I.D. Act or not ?

18. As seen earlier, it is clear from the evidence of the concerned workman that she has been in continuous service for not less than one year under first party federation and that she had worked for more than 240 days in each block of 12 months from May '99. This sort of evidence has gone unchallenged. If that is so, it can be said that she has satisfied the eligibility criteria enacted in section 25 F of I.D. Act for claiming retrenchment compensation. Her case is not covered by any of the expected or excluded categories. She has rendered service for one year. Therefore termination of service would constitute retrenchment and in that circumstances non-compliance of section 25 F of I.D. Act will make her retrenchment ab-initio void since compliance of section 25 F of I.D. Act is mandatory.

19. For, it is explicit that the first party did not offer notice pay in lieu of notice and retrenchment compensation along with order of retrenchment. Nowhere in the written statement first party averred that the retrenchment compensation was offered to the second party workman as per the provisions of sub-section (b) of section 25 F of I.D. Act. Even it is not denied that the notice as required u/s. 25 F (c) of I.D. Act was given to the concerned workman. When admittedly the notice pay was not offered to the second party workman along with notice of termination of service but subsequently credited to her a/c., it is clear that the conditions stipulated u/s. 25 F (a) of I.D. Act was not complied with and subsequent payment of notice pay did not purge the breach of section 25 F (a) of I.D. Act.

20. First party federation has not adduced any oral evidence. Even in the written statement first party has not contended that they had offered retrenchment compensation to the workman. It is in that circumstances it can be said that there is breach of mandatory provisions of section 25 F (b) of the act. As per sub section (c) of section 25 F of I.D. Act notice in the prescribed manner is to be served on the appropriate Govt. No such notice in the prescribed manner was served. It can be said therefore that there is no compliance of the mandatory provisions of sub-section (a), (b) & (c) of section 25 F of I.D. Act.

21. Even then the Learned Counsel for the first party submitted that the concerned workman has been in constant habit of coming late. She had been given many opportunities for improvements in her attitude but she could not change her attitude and therefore in such circumstances she has been relieved from the services w.e.f. 1.3.13 [A.N].

22. It is no doubt true that in her cross examination the second party workman has admitted that she received letter dt. 7.7.04 vide Ex.8. She admits that in May & June '04 she reported late for 9 times. She even admits that as per letter dt. 8.7.04 she apologized for the same and admittedly as per letter dt. 16.7.04 management has warned her. She then admits that as per letter dt. 19.6.07 she was informed that she should balance the leaves. Admittedly she reported late for 9 days in July '09, for 13 days in August '09, for 14 days in Sept. '09, for 12 days in Oct. '09 and it is in that circumstances she received the letters from the management informing that she reported late on duties but then did not try to improve herself.

23. In view of these admissions, it is submitted that since the concerned workman did not improve herself and her conduct & performance was not satisfactory, she remained absent unauthorisedly, she came late, she admittedly received letters and in view of that her retrenchment is legal & proper.

24. On going through the documents, it appears that the concerned workman was given letter vide Ex.15 asking her to give explanation why administrative action should not be initiated against her on account that she reported office late 9 times in May & June '04. Ex.16 shows that explanation was given by the concerned workman mentioning therein that due to transport troubles and also on account of health grounds she reported office late and assured that she will not repeat the same. On the basis of her explanation vide Ex.17 verbal warning was given to her. As per Ex.18 warning memo was again given to her on account that she did not bother to take note of warning and took leave very often on sick grounds. She was again given notice as per office memorandum vide Ex.19 and her explanation was called asking her as to why disciplinary action should not be taken against her for irregularities and for violation of office discipline. Vide Ex.20 concerned workman had given explanation to that memorandum mentioning therein her difficulties and practical problems for which she required to take leave. Again vide Ex.27 her explanation was called for not reporting for duties at the prescribed time. Caution notice Ex.22 was given to her for her late attendance for 9 days in Feb. '10. She was also given notice vide Ex.23 for late comings to the office in the month of Jan. & Feb. '10 whereby her leave was taken for reporting late. Again as per memorandum Ex.24 she was informed about her total working days in the month of April '10 and leave availed by her in that month and then she was informed to take note of her total working days and late comings to the office. Vide Ex.25, office memorandum was issued by which her annual increment due w.e.f. 1.10.10 for the year 2010 was frozen. Vide Ex.26 concerned workman was informed about the days of her late comings in the office in Oct. '10 and Dec. '10. Vide Ex.27 she was informed about her late comings to the office in Dec. '10 and Feb. '11. Vide Ex.28 she was given warning asking her to improve her attendance and punctuality. Vide Ex.29 inter office note was issued asking her for making improvement and then as per Ex.32 the concerned workman had asked for leave on medical ground. As per Ex.33 she was reprimanded for continuous indiscipline behavior in regard to regular late attendance. Vide Ex.34 it appears that concerned workman had given undertaking and assured that she will improve herself in her late coming. Again the Memorandum was given to her vide Ex.35 wherein it was informed to her that the office will take suo-moto action against her for dis-continuance of her services from organization to which she had replied vide Ex.36 for sympathetic consideration. However, it appears that as per office order dt. 1.3.13 her services came to be terminated stating therein that she stood relieved w.e.f. 1.3.13.

25. From the above documents on record, it appears that services of the concerned workman who has been in continuous service are retrenched without holding the departmental enquiry especially when the management issued notices, office memorandum to the concerned workman mentioning therein that suitable disciplinary action shall be taken against her on the basis of records available. On the basis of records available with the management it was for the management to take suitable disciplinary action by holding departmental enquiry against her. Since no disciplinary enquiry was conducted, the termination of the services of the concerned workman on the ground of misconduct as is



stated by the management in their memorandum and notices is illegal, bad in law and in violation of principles of natural justice.

26. As seen earlier the misconduct as alleged by the first party management is that the second party workman reported late on duty on several occasions and did not improve her conduct and therefore she was given warning but then she repeated the same and did not come to the office in time. The misconduct alleged is that there was continuation in reaching office late inspite of repeated reminders. On going through the retrenchment order dt. 1.3.13 her services stood relieved w.e.f. 1.3.13 in terms of clause 2 of terms & conditions of the appointment letter. No such appointment letter is placed on record but then as per record it appears that her services came to be retrenched on the ground of misconduct and even there is no mention in the office order dt. 1.3.13 that such retrenchment occurred due to misconduct on the part of concerned workman since she was coming late to the office inspite of repeated reminders. Since the termination appears to be on the ground of misconduct then it is well settled that departmental enquiry should have been held before termination of services of the concerned workman.

27. From the above evidence, it can be observed that there is non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947 since no departmental enquiry was held even otherwise the termination on the ground of misconduct without holding the enquiry is illegal. In view of that, the termination of the concerned workman by office order dt. 1.3.13 by the first party amounted to retrenchment and the retrenchment is null & void for non-compliance of mandatory provisions of section 25 F (a) (b) (c) of the I.D. Act, 1947. Issue No.1 is therefore answered accordingly as indicated against it.

#### **Issue No. 2, 3 & 4.**

28. In view of my findings to the Issue No.1, the concerned workman is entitled to the relief of reinstatement with full back wages, continuity in service and attendant benefits. So far entitlement of the second party workman to the cost of reference is concerned; there is no order as to costs. Hence I answer above issues accordingly as indicated against each of them in terms of above observations.

29. In result I pass the following order.

#### **ORDER**

1. **The reference is allowed with no order as to costs.**
2. **It is declared that termination of the services of the second party workman by order dt. 1.3.13 amounted to retrenchment and the retrenchment of her services is null & void.**
3. **Termination of services by the first party management vide order dt. 1.3.13 is set aside.**
4. **The concerned workman be reinstated on her original post with full back wages, continuity of service and attendant benefits from the date of her termination till reinstatement.**

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का.आ. 846.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स जेट एयरवेज इंडिया प्राइवेट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोलकाता के पंचाट (संदर्भ संख्या: 33/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/05/2019 को प्राप्त हुआ था।

[सं० एल-11012/13/2013-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 846.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kolkata (Ref. No. 33 of 2013) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Jet Airways (India) Private Limited and their workmen, which was received by the Central Government on 10.05.2019.

[No. L-11012/13/2013-IR(CM-I)]

M. K. SINGH, Section Officer

## ANNEXURE

## CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 33 of 2013

**Parties:** Employers in relation to the management of Jet Airways (India) Pvt. Limited

**AND**

Their workmen.

Present: Justice Ravindra Nath Mishra

... Presiding Officer

**Appearance:**

On behalf of the Management : None .

On behalf of the Workmen : None

Dated: 18<sup>th</sup> April, 2019.

Industry: Civil Aviation

**AWARD**

By Order No.L-11012/13/2013-IR(CM-I) dated 11.06.2013 the Government of India, Ministry of Labour in exercise of its powers under Section 10(1)(d) and (2A) referred the following dispute to this Tribunal for adjudication:

*“Whether the action of the management of M/s. Jet Airways (India) Pvt. Ltd. along with their contractors is justified in denying the 11 points charter of demands submitted by the Union is legal and justified? To what relief are the concerned workmen entitled?”*

3. When the case is taken up for hearing on 08.04.2019, none appeared for the parties concerned, though both the parties earlier entered appearance by their respective learned counsel. It transpires from record that though this reference is pending in this Tribunal since 29.10.2013 and inspite of all the opportunities, neither the union has filed its statement of claim, nor the management has filed its written statement to proceed further with the case.

4. On consideration of the facts and circumstances of the case, it appears that the union has no grievance at present in respect of the 11 points charter of demands as mentioned in the order of reference. Therefore, there exists no dispute for adjudication.

5. Therefore, the reference is disposed of accordingly.

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

Kolkata,

Dated, The 18<sup>th</sup> April, 2019.

नई दिल्ली, 15 मई, 2019

**का.आ. 847.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 209/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/05/2019 को प्राप्त हुआ था।

[सं० एल-20012/335/2001-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 847.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 209 of 2001) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 10.05.2019.

[No. L-20012/335/2001-IR(CM-I)]

M. K. SINGH, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**  
In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 209/2001****Employer in relation to the management of Muraidih Colliery 20/21 Pits M/s BCCL****AND****Their workman****Present:** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : Shri D.K.Verma, Advocate

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated : 28/02/ 2019

**AWARD**

By order No. L-20012/335/2001-IR(CM-I) dated 21/09/2001, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the dismissal of Sri Gangu Bhuia alias Gangu Mandal 20/21 Pits colliery of M/S BCCL is justified ? If not, to what relief is the workman entitled?”**

2. After receipt of the reference, both parties were noticed. The workmen appeared for certain dates, but subsequently left appearing before this Tribunal. The management remains present through lawyer. Case is pending since long. It appears that the workmen has lost his interest to resolve the matter. Hence No Dispute Award is passed. Communicate.

D. K. SINGH, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का.आ. 848.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी. एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या: 101/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10/05/2019 को प्राप्त हुआ था।

[सं. एल-20012/307/1995-आईआर (सीएम-1)]  
एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 848.**—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court No.1, Dhanbad (Ref. No. 101 of 1996) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 10.05.2019.

[No. L-20012/307/1995-IR(CM-I)]  
M. K. SINGH, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD**In the matter of reference U/S 10 (1) (d) (2A) of I.D.Act. 1947**Reference: No. 101/1996****Employer in relation to the management of Sudamdih Coal Washery M/s BCCL****AND****Their workman****Present:** Shri D.K.Singh, Presiding Officer**Appearances:**

For the Employers : None

For the workman. : None

State : Jharkhand.

Industry- Coal

Dated-28/02/ 2019

**AWARD**

By order No. L-20012/307/1995-IR(CM-I) dated 07/11/1996, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

**SCHEDULE**

**“Whether the Union is justified in claiming the removal of anomalies in pay fixation of S/Sh C. N. Poddar and 21 others ( as per list enclosed) as compared to S/Sh Shiv Charan Prasad and S.Chattacharjee ? If so to what relief are these concerned workmen entitled?”**

**List of workman**

1. C.N.Poddar	2. Md. Nasiruddin	3. T.P.Singh	4. H.N.Singh
5. Bharath Singh	6. R.N.Thakur	7. R.K.Sinha	8.Dularchand Mistry.
9. Govind Yadav	10. D.N.Singh	11. D.N.Poddar	12. Mahendra Tanti
13. P.N.Rajak	14. Shri Ram Prasad	15. H.K.Vishwas	16. V.N. Singh
17. Lalan Mahato	18. R.S.Mishra	19. Md. Fakara Alam	20. Sant Bilash Singh
21. Ali Md. Ansari	22. B.D.Sharma .		

2. After receipt of the reference, both parties were noticed and both parties appeared before Tribunal for certain dates, but subsequently left both the parties left taking steps before this Tribunal. Subsequently two regd. Notices were issued but none appeared in this matter. Case is pending since long so, it appears that the workmen has lost his interest to resolve the matter. Hence No Dispute Award is passed.

D. K. SINGH, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 849.**--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबंध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 31/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15/05/2019 को प्राप्त हुआ था।

[सं. एल-12011/41/2012- आईआर (बी-1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 849.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 31/2013) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 15/05/2019.

[No. L-12011/41/2012– IR(B-1)]  
B.S. BISHT, Under Secy.

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/31/2013

General Secretary,  
Dainik Vetan Bhogi Bank Karmchari Sangathan,  
F-1, TriptiVihar, Opp. Engineering College.  
Ujjain

... Workman/Union

Versus

Chief General Manager,  
State Bank of India,  
LHO, Hoshangabad Road,  
Bhopal.

... Management

### AWARD

**Passed on this 30<sup>th</sup> day of April, 2019**

1. As per letter dated 1-2-2013 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as, hereinafter referred to by word 'Act' per Notification No.L-12011/41/2012-IR(B-I). The dispute under reference relates to:

**“Whether Shri Ramdas Ghawri is a workman within the provisions of Industrial Disputes Act as claimed by Union**

**(2) Whether the services of Shri Ramdas Ghawri were terminated without following the provision of law in an illegal manner. If yes, then what relief he is entitled to?**

**(3) State Bank of India is a Banking Industry**

**(4)The nearest Tribunal is CGIT, Jabalpur.”**

2. In his statement of claim, the case of workman is that he was first appointed as a cleaner cum peon by the then Branch Manager of Sarafa Branch, Ujjain by a verbal appointment order on 17-4-97 and since then he has been in continuous service of the employer Bank, working 8 hours and more per day and was paid initially Rs.500/- per month which was raised to Rs700/- and was further raised to Rs. 1250/- per month. He was in continuous service for more than 240 days every year and after 13 years of unblemished service, he was terminated by an oral order on 31-1-2010 without any notice or compensation which is against law. He raised a dispute with the appropriate Government. After failure of conciliation, the reference was made to this Court. As alleged by the workman, his termination is against Section 25-F of the Act. Accordingly, he has prayed his reinstatement with all benefits setting aside his termination by holding it against law.

3. The employers have controverted the claim of workman in their Written Statement with the pleading that he was engaged in the Bank purely on administrative exigency, never engaged against any sanctioned vacancy. He never worked continuously at any point of time within the said period. He never completed 240 days of working in any calendar year particularly the year preceding the date of his alleged termination. It is also pleaded that since the contract of service of workman was on daily basis, there was no question of termination of his services as he was free not to come for work next day and management was also free not to engage him next day. Further, it was pleaded that there is no violation of Section 25-F of the Act. The employers also controverted the allegation of workman that he had acquired status of permanent workman under Section 25 B of the Act. Accordingly, it was prayed that the reference be answered against workman.

4. At stage of evidence, workman examined himself on oath and proved Exhibit W-1 Memo of agreement between management and Union, Exhibit W-2- norms of appointment of general attendant sweeper cum farrash, Exhibit W-3- bankers cheque dated 31-12-2000, Exhibit W-4- Bankers cheque dated 27-10-10. Exhibit W-5- order of Dy.Labour

Commissioner with reference to cancellation of registration of Union, Exhibit W-6- order of Industrial Court Bench at Bhopal in appeal against order dated 25-9-06 passed by Dy. Labour Commissioner. Exhibit W-7 order of Regional Labor Commissioner with regard to payment of Gratuity to the workman for the period 17-4-97 to 31-6-2010, Exhibit W-8 Bankers cheque dated 26-11-2011, Exhibit W-9 Application by the workman filed on 12-11-97 with the Branch Manager of the Bank.

5. Employers have examined on oath Vijay Vikram Shinde Manager HR. No document has been filed by the employers.

6. At the stage of argument, Shri Ram Nagwanshi appeared on behalf of Union and submitted his oral argument, and also filed written argument. Learned counsel for employer has filed written argument which is on record.

7. In the light of rival argument, following points arise for determination in the present case—

(1) Whether the disengagement of workman is justified in law?

(2) Whether the workman is entitled to any relief?

8. **Point for Determination No.1-**

Before entering into any discussion, it is necessary to reproduce some provisions which are as under:-

#### **Section 2(S)-**

“**workman**” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison, or
- (iii) who is employed mainly in a managerial or administrative capacity, or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

#### **Section 2(oo)**

“**retrenchment**” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include- (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

3[(bb) termination of the service of the workman as a result of the on- renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or] (c) termination of the service of a workman on the ground of continued ill-health;]

#### **Section 25-F:-**

**Conditions precedent to retrenchment of workmen.**—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

#### **Section 25 B:—**

**Definition of continuous service.**— For the purposes of this Chapter,— (1) a workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman; (2) where a workman is not in continuous service within the

meaning of clause (1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer- (a) for a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) one hundred and ninety days in the case of a workman employed below ground in a mine; and (ii) two hundred and forty days, in any other case; (b) for a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than- (i) ninety-five days, in the case of a workman employed below ground in a mine; and (ii) one hundred and twenty days, in any other case.

Perusal of these provisions reveals that for arriving on a conclusion that disengagement of workman is against Section 25-F of the Act as alleged in the case in hand, it has to be proved that workman was in continuous service for a period of 240 days in the year preceding the date of his termination. Thus in the case in hand, the fact in issue is whether from the evidence on record, workman has successfully proved his continuous engagement in service of the employment for a period of 240 days in the year preceding the date of his termination which is 31-1-2010 in the present case.

In case between Batala Coop. Sugar Mills Ltd. Vs Sowaran Singh reported in (2005)8-SCC-481. It has been laid down by the Apex Court that the onus to prove the requirement of 240 days of continuous service lies on the workman. It is for the workman to adduce evidence apart from examining himself or filing affidavit to prove the said factum. Such evidence may be in form of receipt of salary or wages for 240 days or record of his appointment or engagement for that year to show that he had worked with the employer for 240 days. Para-13 of the judgment requires to be specially mentioned in this respect—

“So far as the question of onus regarding working for more than 240 days is concerned, as observed by this court in Range Forest Officer Vs Hadiman the onus is on the workman. It was noted in the said judgment as follows :

In the instant case, dispute was referred to the Labour Court that the respondent had worked for 240 days and his service had been terminated without paying him any retrenchment compensation. The appellant herein did not accept this and contented that the respondent had not worked for 240 days. The Tribunal vide its award dated 10-8-98 came to the conclusion that the service had been terminated without giving retrenchment compensation. In arriving at the conclusion that the respondent has worked for 240 days the Tribunal stated that the burden was on the management to show that there was justification in termination of the service and that the affidavit of the workman was sufficient to prove that he had worked for 240 days in a year.

For the view we are taking, it is not necessary to go into the question as to whether the appellant is an industry or not though reliance is placed on decision of this Court in State of Gujarat vrs Pratamsingh Narsingh Parmar. In our opinion the Tribunal was not right in placing the onus on the management without first determining on the basis of cogent evidence that the respondent had worked for more than 240 days in the year preceding his termination. It was the case of the claimant that he had so worked but this claim was denied by the appellant. It was then for the claimant to lead evidence to show that he had in fact worked for 240 days in the year preceding his termination. Filing of an affidavit is only his own statement in his favour and that cannot be regarded as sufficient evidence for any court or tribunal to come to the conclusion that a workman had in fact worked for 240 days in a year. No proof of receipt of salary or wages for 240 days or order or record of appointment or engagement for this period was produced by the workman. On this ground alone, the award is liable to be set aside. However Mr. Hegde appearing for the department states that the State is really interested in getting the law settled and the respondent will be given an employment on compassionate grounds on the same terms as he was allegedly engaged prior to his termination within two months from today.”

9. In his statement on oath, workman has supported his case as stated in his statement of claim. In his cross-examination, he has stated that he worked regularly in the Bank for the period 1997 to 2010 and was paid his salary by Bankers cheque. Salary was payable in his name. He used to do cleaning, he also received bonus. The witness of management who claims himself to be Manager(HR) in the Regional office of the Bank has denied the claim of workman that he worked for 240 days in any year and particularly that he worked for 240 days in the year preceding the date of his alleged disengagement. He stated that he was engaged on daily basis and was not engaged on regular basis. He never completed 240 days continuous service hence there is statement of oath vs oath on fact in issue as stated above. There is one relevant document which is copy of judgment of Controlling Authority passed under Payment of Gratuity Act to the workman Exhibit W-7 in which it has been held that the workman has served the employers within a period from 17-4-97 to 31-1-2010 and accordingly he was held entitled to gratuity for this period. This document also does not show any finding of fact regarding the engagement of the workman for the period of 240 days in the year preceding the date of his termination/ disengagement. The photocopy of documents which are not proved by the workman cannot be read into evidence. Moreover these documents do not relate to the period which is the fact in issue in the present case. Hence a simple self serving statement of the workman which is not corroborated by any document cannot be held sufficient to prove his case. Accordingly, the case of the workman that he was in continuous engagement of the employers for a period of 240 days in the year preceding the date of his disengagement is held not proved and on the basis of this finding, the disengagement of workman is held justified in law.

Point No.1 is answered accordingly.

**10. Point for Determination No.2—**

In the light of finding recorded in Point No.1, workman is held entitled to no relief.

11. In the result, award is passed as under:—

(1) The disengagement of workman is justified in law.

(2) Workman Shri Ramdas Ghawri is not entitled to any relief.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

Dated:30-4-2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 850.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, अहमदाबाद के पंचाट (संदर्भ संख्या 1071/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15/05/2019 प्राप्त हुआ था।

[सं. एल-41011/5/30/31/97- आईआर (बी.1)]

बी. एस. बिष्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 850.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1071/2004) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 15/05/2019.

[No. L-41011/5/30/31/97-R(B-1)]

B. S. BISHT, Under Secy.

**ANNEXURE**

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT,  
AHMEDABAD**

**Present :** Pramod Kumar Chaturvedi, Presiding Officer

CGIT-cum-Labour Court,

Ahmedabad,

Dated 10<sup>th</sup> April, 2019

**Reference: (CGITA) No- 1071/2004**

The Divisional Railway Manager,  
Western Railway,  
Bhavnagar Division, Bhavnagar Para,  
Bhavnagar (Gujarat)

... First Party

V/s

The General Secretary,  
Western Railway KamdarSangh,  
T.B.Z. – 17, Gurnagar, Gandhidham,  
Kutch (Gujarat) – 370201

... Second Party

For the First Party : Shri N.J. Acharya

For the Second Party : ShriPrabhatsinhParmar



**AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/5/30/31/97-IR(B-I) dated 24.10.1997 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

**SCHEDULE**

“Whether the demand of the Western Railway KamdarSangh, Gandhidham against the management of Western Railway, Bhavnagar for regularisation of 28 loaders engaged in the work of loading and unloading of goods and parcels which is legal and justified? If so, to what relief the workmen are entitled?”

1. The reference dates back to 24.10.1997 and received on 04.11.1997 from Ministry of Labour and Employment, New Delhi for adjudication and passing the award.
2. In response to the notice issued to the parties, the second party submitted the statement of claim Ex. 2 on 05.12.1997 and the first party submitted the written statement Ex. 3 on 18.03.1998.
3. The second party workmen through the General Secretary, Western Railway Kamdar Sangh, T.B.Z. – 17, Gurunagar, Gandhidham, Kutch in his statement of claim Ex. 2 has stated that the workmen detailed in the list annexure A 1 have been working as loaders on outsourced basis through different contractors on the railway stations shown in the annexure A 1 against the name of each workman under Divisional Railway Manager, Western Railway, Bhavnagar w.e.f. 11.08.1994 since last 15 years. The last contractor was M/s Chirag and Company. The railway management later on took over the work of loading and unloading of goods and parcels to be done under the supervision of concerning Station Master/Superintendent as the ex-officio handling contractor that to from 11.08.1994. The Divisional Railway Manager was required to register his establishment with the Assistant Labour Commissioner under the Abolition of Contract Labour Act but it was not done.
4. These Station Masters and Superintendents were doing as work of contractor illegally as their contract was sham and bogus and camouflage being not registered under the aforesaid Act. These workmen were also not paid minimum wages besides bonus, gratuity, pension, provident fund, medical and travel facilities etc. Therefore, they have prayed that the new contract system of loading and unloading under the Station Masters and Superintendents of various stations be declared as illegal being sham and bogus under the Abolition of Contract Labour Act. They have also prayed that their services were treated as regular and permanent railway employee.
5. The first party submitted the written statement Ex. 3 denying the averments made in the statement of claim stating that the questioned operation of loading and unloading by the Station Masters and Superintendents of Western Railway was not Industrial Disputes under the Industrial Disputes Act and the first party establishment was not an Industry as defined under Section 2 (j) of the Industrial Disputes Act as it was a sovereign function as performed by the Department of Railway under the Government of India. It is further submitted that these workers were contract labours. The Contract Labour (Regulation and Abolition) Act is not applicable in this case. These workmen were paid labour charges as per notified rates. They were not on the muster roll. Therefore, the prayers sought by the union are not maintainable and liable to be rejected.
6. On the basis of the pleadings, the following issues arise:
  - ii. Whether the demand of the Western Railway KamdarSangh, Gandhidham against the management of Western Railway, Bhavnagar for regularisation of 28 loaders engaged in the work of loading and unloading of goods and parcels is legal and justified?
  - iii. To what relief, if any, the concerned workmen are entitled?
7. **Issue No. i and ii:** As both the issues are interrelated, therefore, are decided together. The burden of proof of these issues lies on the second party workmen. The second party workman Aljibhai Mithabhai Parmar was examined vide Ex. 14 reiterating the averments made in the statement of claim stating on be half of all the workmen and has not said anything contrary to his examination-in-chief.
8. I heard the learned counsel for the parties and considered the evidence available on record. The main contention of the first party is that the work of loading and unloading under the supervision of railway authority was a sovereign function but relevant law and decision was referred by the first party. It is admitted fact that the Indian Railways and its disputes with the workman comes under the jurisdiction of Central Government Industrial Tribunal (CGIT) under the Industrial Disputes Act. Therefore, this contention is irrelevant and rejected. It is admitted fact by both

the parties that these workmen were doing loading and unloading work under the various contractors from time to time and the last contractor was M/s Chirag and Company and since 11.08.1994, the said operation of work was took over by the railway permitting these workmen to continue to do the work of loading and unloading under various Station Masters and Superintendents. The first party in his written statement has not denied that these workmen were not permitted to work as loader under various Station Masters and Superintendents since 11.08.1994 but the first party has not explained as to why these workmen at the time of retrenchment were not paid the retrenchment compensation and other dues admissible under the law. Thus after considering the evidence and argument, I come to the conclusion that the first party acted arbitrarily considering as sovereign and treating the workmen as petty baggers. Thus the retrenchment of the workmen without giving notice and retrenchment pay cannot be said to be legal and just. The advocate for the second party has admitted that the workmen either have attained the age of superannuation or likely to attain the age of superannuation and some of them have died also. Therefore, it would be proper to declare the termination as illegal and order the first party to pay Rs.50000/- (Rupees Fifty Thousand) to each workmen as retrenchment compensation and other dues. Both the issues are decided accordingly.

9. The first party The Divisional Railway Manager, Western Railway, Bhavnagar Division, Bhavnagar Para, Bhavnagar is directed to pay the aforesaid amount of Rs. 50000/- (Rupees Fifty Thousand) to all 28 workmen as retrenchment compensation and other dues within 30 days from the publication of this award.
10. The award is passed accordingly.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 851.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 40/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15/05/2019 को प्राप्त हुआ था।

[सं. एल-12012/231/2005- आईआर (बी.1)]  
बी. एस. बिष्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 851.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 40/2006) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore and their workmen, received by the Central Government on 15/05/2019.

[No. L-12012/231/2005-IR(B-1)]  
B. S. BISHT, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/40/2006**

The General Secretary,  
PrathadithKaramchariKalyanManch,  
9, Sanwer Road,  
Ujjain (MP)

... Workman/Union

#### Versus

Deputy General Manager,  
State Bank of India,  
Zonal Office, Hamidia Road,  
Bhopal(MP)

... Management

**AWARD****Passed on this 23<sup>rd</sup> day of April, 2019**

1. As per letter dated 21-7-2006 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12012/231/2005-IR(B-I). The dispute under reference relates to:

**“Whether the action of the management of Dy. General Manager, State Bank of India, Zonal Office, Bhopal in terminating the services of Shri Sushil Tiwari and not regularizing him as messenger w.e.f. Jan 1993 is justified? If not, to what relief the workman is entitled for?”**

2. Parties filed their statement of claim and defense wherein it is admitted between the parties that the workman was engaged for 10 days in September 1983 as casual labour in Mahaveer Nagar Branch Bhopal and for the period of 86 days from 10-2-84 to 9-3-85 as casual labor in MP Nagar Branch Bhopal as casual labor. It is also admitted between the parties that in the light of the understanding reached between the management and association on 27-10-88 which required that the persons engaged in any capacity by the Bank within a period of 1-7-75 till 31-7-88 who had completed 30/70 days of engagement in any Branch of the Bank would be given opportunity to appear in regular selection process. Also admitted is fact between the parties is that the applicant workman was also given an opportunity to take part in selection process with regard to the vacancies released on 1-8-88. It is the case of the workman that he appeared before the interview board on 21-9-89 and was declared selected in the selection list. He was given appointment from 20-1-93 on the post of temporary messenger in the Chhola Road Branch of the Bank and was issued identity card accordingly. Interview was held in the year 1997 and it was circulated by the employer Bank vide their circular No. उमप्र/भो/का-मसवि/अवार्ड/4564 फरवरी 1997 wherein it was provided that the candidates who appeared before the interview board in the year 1989 and were selected need not appear again before the interview board as alleged by the workman. The persons who had worked for a period lesser than the present workman were given appointment on the basis of interview held in 1997. Further it was alleged that after completing 4 years in the service of Bank in its Chhola Road Branch, Bhopal as temporary messenger, the workman was terminated after giving compensation on 11-12-1998. According to workman, the principle of last come first go was not followed in his retrenchment and list of the retrenched employees were not published on the notice board. Also other daily wage workers were engaged after the retrenchment of the workman. The workman further alleged that he was given bonus for the period of 20-1-98 to 11-12-98 by Bankers cheque No. 281-95 dated 12-1-05 amounting to Rs.10938/- and was also paid gratuity Rs 1089 for the said period. According to the workman, his termination was against law and he was entitled to be regularized since 20-1-93 which was illegally denied to him. He raised a dispute on the basis of which reference was sent to this court.

3. The case of the employers in their written statement is that workman was engaged as a daily wages labor for the period mentioned by the workman. His engagement was on the exigency of work. As soon as the work was over, he was not required to work. No appointment order was issued to him and he was not engaged against any vacant post or vacancy. He was free not to come on next day and similarly management was also not at liberty in not engaging him on next day. He was paid on daily wage basis and in continuous employment at any point of time. Also it was pleaded that his non-engagement could not be termed retrenchment within the meaning of Section 2(oo) of ID Act because he was purely daily rated casual employee. he was not entitled to get retrenchment compensation under Section 25-F of the Act because of the reason firstly he was never in employment of the Bank, 2<sup>nd</sup> – his services were contractual, 3<sup>rd</sup> - he never completed 240 days continuously in a calendar year hence his termination would fall under Section 2(oo)(bb) of the Act. Further it was pleaded that since the workman was much below in the waiting list of candidates on the basis of interview held on 21-9-89, he could not be given appointment since he has not worked more than 240 days in one calendar year preceding the date of his non-engagement or his termination, he is not entitled to protection of Section 25-F of the Act. Accordingly it has been prayed that the reference be answered against the workman.

4. Workman has filed photocopy of certificate dated 2-4-97 issued by Mahaveer Nagar Branch, photocopy of certificate dated 1-1-98 issued by Maharana Pratap Branch. Interview letter & letter dated 12-2-94 issued by Assistant General Manager along with list of empaneled employees in subordinate cadre. All admitted by management marked Exhibit W-1 to W-4 respectively.

5. Workman also filed category wise selection list of 1997 (copy) which is admitted by management and is marked Exhibit W-5. Management has filed and proved copy of settlement of 1987 dated 17-11-87, copy of settlement dated 16-7-88, copy of settlement dated 27-10-88, copy of settlement dated 9-1-91, copy of list of General messenger, copy of document shows cut off date 31-3-97. All admitted by workmen hence marked Exhibit M-1 to M-6 respectively.

6. Workman did not examine himself on oath nor did he examined any witness in support of his claim. It is also worth mentioning here that the workman has filed many documents (copy) which are denied by management hence require proof but they have not been proved by the workman. Management's witness has admitted the advertisement (Copy) and interview letter of Feb-1997 which are Exhibit W-6 & W-7 respectively.

7. I have heard argument from side of workman submitted by his representative. Learned counsel for management has filed written argument which is on record. Workman also filed written argument on record. I have perused written argument as well as the file.

8. After having perused the record in the light of rival argument, following points come up for determination in the present reference—

**(1) Whether the action of employer in terminating the services of the workman w.e.f. January 1993 and his non-regularization is justified.**

**(2) Whether the workman is entitled to any relief.**

**9. Point for determination No. 1—**

According to the workman, his disengagement is against law on the ground that he had completed 240 days continuous engagement on the date preceding his date of termination and that principal of last come first go was not followed as well as list of the retrenched employees was not published. Respective pleadings of the parties on this point have been detailed earlier. The workman has filed photocopy of documents certificate dated 2-4-97, 1-1-86 which certify that workman was engaged temporarily as messenger for 10 days in September 1983 and for 88 days between the period 10-12-84 to 9-3-85. These documents are admitted by management hence marked Exhibit W-1 & W-2. Another photocopy document which is letter issued for interview has been admitted by management and is marked Exhibit W-3. List of employees shortlisted on the basis of interview(copy) filed by workman and admitted by management marked (ExhibitW-4) is also on record. As it has been stated earlier that the admitted position is between the parties that the workman applied for regular post in the light of advertisement issued and was issued interview letter, he appeared before the interview board but was placed much low in merit hence he could not get appointment. These facts are not relevant to the fact in issue which is whether the workman had completed 240 days of continuous engagement in the year preceding the date of his termination which is January 1993 as mentioned in the reference. Workman has not examined himself on oath nor has produced any other document or oral statement of any witness to support his claim on this point. On the other hand, management witness B.L.Ahirwar Branch Manager of the employer Bank has categorically stated on his statement of oath that firstly the workman was not employed against any vacancy. He was not issued any appointment letter, he was simply casual daily laborer engaged on daily wage basis on the exigency of work and was paid accordingly. This witness also stated that he appeared before the interview board but was not selected hence was disengaged though later on he was again engaged on daily basis after some years in February 1997. Hence in the light of aforesaid evidence, it is held that continuous engagement of workman for 240 days in the year preceding the date of his disengagement January 1993 as referred in the reference is not proved. Accordingly his termination/ disengagement cannot be held violative of Section 25-F of ID Act 1947. As regards the case of violation of Section 25-G and other provisions as alleged by the workman in his statement of claim mentioned above. Since there is no evidence to support his case on the point that first come last go policy was not followed or list was not competent hence it is held that from the evidence on record, violation of Section 25-G or Rule 77 & 78 of ID(Central) Rules 1957 is not proved.

10. In the light of above findings, the disengagement of workman w.e.f. January 1993 as mentioned in the reference is held justified in law. Accordingly his claim for regularization is also held not tenable. Point for determination No.1 is answered accordingly.

**11. Point for determination No. 2—**

In the light of findings recorded on Point No.1, workman is held not entitled to any relief.

**12. In the result, award is passed as under:—**

**(1) The action of the Dy.General Manager, State Bank of India, Zonal Office, Bhopal in terminating the services of Shri Sushil Tiwari and not regularizing him as messenger w.e.f. Jan 1993 is proper and legal.**

**(2) Workman is not entitled to any relief.**

13. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

**Dated: 23-4-2019**

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 852.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दक्षिण पूर्व मध्य रेलवे को प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या 19/2018-19) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2019 को प्राप्त हुआ था।

[सं. एल-41012/87/2016- आईआर (बी-1)]  
बी. एस. बिष्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 852.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2018-19) of the Cent. Govt. Indus. Tribunal-cum-Labour Court Nagpur as shown in the Annexure, in the industrial dispute between the management of South East Central Railway and their workmen, received by the Central Government on 15.05.2019.

[No. L-41012/87/2016-IR(B-1)]  
B. S. BISHT, Under Secy.

**ANNEXURE****BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/19/2018-19

Date: 25.03.2019

**Party No. 1** : The Divisional Railway Manager,  
South East Central Railway,  
Station Road, Kingsway,  
Nagpur (Maharashtra).

**Versus**

**Party No. 2** : The General Secretary,  
Parcel Porter Sanghatana, SEC Railway,  
New Mankapur, Plot No. 37,  
Near Mahada Colony,  
Nagpur (M.S.) – 440030.

**AWARD**(Dated: 25<sup>th</sup> March, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of South East Central Railway and their union, Parcel Porter sanghatana for adjudication, as per letter No.L-41012/87/2016-IR (CM-II) dated 07.05.2018, with the following Schedule:—

**“Whether or not the period of absence from duty from 26.05.2015 to 09.06.2015 of Shri Atul Ramesh Gajbhiye, Asstt. Loco Pilot in SEC Railway will be treated as lay off from duty as per ID Act and what directions are necessary in the case?”**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement, by registered post with acknowledge due fixing the date on 13.07.2018. On that day, both the parties were absent. On 27.08.2018, Shri Nitin Lambat, advocate filed vakalatnama for the management. On 01.10.2018, petitioner was present and filed an application for time to file statement of claim. From that day, petitioner has been absent and no statement of claim has been filed. It shows that, the petitioner is not interested to proceed with this reference. Hence, it is ordered:

**ORDER**

The reference is answered in the negative and against the petitioner. The petitioner is not entitled to any relief.

S.S. GARG, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 853.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 20/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2019 प्राप्त हुआ था।

[सं. एल.-12011/40/2008- आईआर (बी-1)]

बी. एस. बिश्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 853.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2010) of the Cent. Govt. Indus. Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore and their workmen, received by the Central Government on 15.05.2019.

[No. L-12011/40/2008-IR(B-1)]

B. S. BISHT, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL-TRIBUNAL-CUM LABOUR COURT, JABALPUR**

NO. CGIT/LC/R/20/2010

General Secretary,  
Dainik Vetan Bhogi Bank Karmachari Sangathan,  
F-1 Karambhoomi, Triptivihar,  
In front of Engg. College,  
Ujjain.

... Workman/Union

Versus

Asstt. General Manager (First),  
State Bank of Indore, Regional Office,  
765-766, Nagpur Road,  
Mahanadda, Gorakhpur,  
Jabalpur.

... Management

**AWARD****Passed on this 24<sup>th</sup> day of April, 2019**

1. As per letter dated 2-2-2010 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/40/2008-IR(B-I). The dispute under reference relates to:

**“Whether the demand of the Dainik Vetan Bhogi Karamchari Sangathan for payment of bonus by the management of State Bank of Indore, Teekamgarh Branch to Shri Ramkumar Verma for period of services rendered by him for the period from 10-9-97 to 28-12-2001 is legal and justified? If yes, what relief the workman is entitled to?”**

2. According to the workman, he has been working firstly in State Bank of Indore, Teekamgarh branch for the period 10-9-97 till 28-12-2001 as a peon on daily wage basis and was paid wages as well as bonus as mentioned in Para-2 of the claim which is as follows-

Year	Working days	Wages received	Bonus	Payment date
1997-98	165	9900	824.67	27-10-98
1998-99	313	18780	1570	21-8-99
1999-00	312	18840	1564.37	4-10-2000

He was illegally terminated from service on 28-12-2001 and was not paid bonus for the services rendered by him to the period 1-4-00 to 28-12-01. He filed applications with the management but of no avail, therefore he raised dispute and after FOC, reference was sent by Central Government to this Court. Workman has accordingly prayed that he be awarded bonus for the period 1-4-00 to 28-12-01 along with admissible interest.

3. The employer Bank has stated in its claim for defence that State Bank of Indore was a banking company which was acquired by State Bank of India vide notification of Government of India dated 28-7-2010. The Branch Manager is not authorized to appoint any peon, messenger or guard in the branch. Appointments are done by appropriate authority against vacancies under a defined procedure. The workman was never appointed according to procedure. He never worked for a period of more than 2 hours at any day. He was engaged on daily basis on contract for cleaning work only. His claim that he had worked for a period of 8 hours per day within 10-9-97 to 28-12-2001 is false. The Union is not authorized to raise the dispute hence the dispute is not maintainable as such. Accordingly it is prayed that the reference be answered against the workman.

4. The workman has filed one photocopy of I Card which is denied by employers. He has further filed certified copy of statement of Arvind Kumar Khare, Management witness recorded in the present case which is irrelevant because original statement of this witness is already on record. Management has examined on oath Shri Arvind Kumar Khare Chief Manager. No document has been filed by management.

5. I have heard argument from both the sides. Both the sides have filed written argument which are on record. I have gone through the written argument as well as the record.

6. The burden to prove the fact that the workman has worked with the employer is on the workman. He has not filed any oral or documentary evidence to assert his claim. He relies on statement of management witness wherein the management's witness has stated that the workman was engaged as casual labour just for cleaning bank one hour before and after bank hours. He never worked for 8 hours a day. Keeping this statement of management witness does not help the workman in establishing that he has worked 8 hours a day on regular basis hence holding the claim of the workman proved, he is held not entitled to any bonus as prayed by him.

7. In the result, award is passed as under:-

**(1) The demand of the Dainik Vetan Bhogi Karamchari Sangathan for payment of bonus by the management of State Bank of Indore, Teekamgarh Branch to Shri Ram Kumar Verma for period of services rendered by him for the period from 10-9-97 to 28-12-2001 is not justified.**

**(2) Workman Shri Ram Kumar Verma is not entitled to any relief.**

8. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

**Dated: 24-4-2019**

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 854.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक के ऑफ इंदौर प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 18/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2019 को प्राप्त हुआ था।

[सं. एल-12011/43/2008- आईआर (बी-1)]

बी. एस बिश्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 854.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (*Ref. No. 18/2010*) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of \_ State Bank of Indore and their workmen, received by the Central Government on 15.05.2019.

[ No. L-12011/43/2008-IR(B-1)]

B.S. BISHT, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/18/2010**

General Secretary,  
Dainik Vetan Bhogi Bank Karmachari Sangathan,  
F-1 Karambhoomi, Tripti Vihar,  
In front of Engg. College,  
Ujjain.

... Workman/Union

**Versus**

Asstt. General Manager (First),  
State Bank of Indore, Regional Office,  
765-766, Nagpur Road,  
Mahanadda, Gorakhpur,  
Jabalpur.

... Management

**AWARD**Passed on this 22<sup>nd</sup> day of April, 2019

1.As per letter dated 2-2-2010 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12011/43/2008-IR(B-I). The dispute under reference relates to:

**“Whether the demand of the Dainik Vetan Bhogi Karmachari Sangathan for payment of bonus by the management of State Bank of Indore, Chhattarpur Branch to Shri Rajendra Yadav for period of services rendered by him for the period from 9-4-99 to 21-8-2004 is legal and justified? If yes, what relief the workman is entitled to?”**

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim. The case of workman as stated in his statement of claim is that he was engaged in Chhattarpur branch of State Bank of Indore now merged with State Bank of India from the period 9-4-99 to 21-8-2004, details mentioned in para-1 of the claim as follows :

9-4-99 to 13-6-99- Rs. 35/- Shri Vinod Jain

14-5-99 to 7-11-99- Rs. 40/- Shri Wale

8-11-99 to 31-10-00 Rs. 50/- Shri Pradeep Kori

1-11-00 to 12-11-01 Rs.55/- -



13-11-01 to 28-11-02 Rs. 60/- Shri Laxman Sardar  
29-11-02 to 24-10-03 Rs. 65/-  
25-11-03 to 21-8-04 Rs.70/-

3. It is alleged that the workman was entitled to get bonus but the employers did not provide him bonus for the period for which he raised a dispute and on FOC, the reference was sent by Central Government to the Court. It is further the case of the workman that he was paid his wages through vouchers, records available with the employers and sought a relief directing the employers to pay his bonus as per law for the period of service rendered by him as stated above.

4. The employer Bank has pleaded in Written Statement of defence that workman was never appointed on regular basis at any post nor was he working at Chhattarpur branch of the Bank. The employers further denied the allegation that the workman had worked with the employers for 8 hours a day for the period between 9-4-99 to 21-8-04 hence he is not entitled to any bonus. He has never worked as an employee rather he was engaged on contractual rate for cleaning of bank and toilet one hour before and after opening of the bank for which he was paid. His engagement was on daily basis. Accordingly it has been prayed that the claim of bonus made by workman be rejected and the reference is answered in negative.

5. Workman has filed photocopy of documents which he has not proved. These documents have been denied by management hence cannot be read in evidence.

6. Award passed by the Tribunal in R/75/06(photocopy) filed by the workman which is admitted by the employer hence marked Exhibit W-1.

7. The workman has not examined himself nor any witness in support of his claim. Management has examined its witness Arvind Kumar Khare, Chief Manager of the Bank. I have heard argument of Shri R. Nagwanshi and learned counsel for the Bank Shri Vijay Tripathi. Both sides have filed written argument. I have gone through written argument as well as record.

8. The main point of argument on behalf of workman is that since he had worked for the period as mentioned earlier, he is entitled to get bonus in the light of Section 8 of Payment of Bonus Act as submitted by learned counsel for employers since workman was never in employment of the Bank, rather he was only a casual daily wage engaged for cleaning one hour before and after the bank hours and was paid accordingly hence he is not entitled to get bonus. The point remains to be decided is whether the workman has successfully proved that he was in continuous engagement of employer Bank to qualify him to get bonus according to Section-8 of Payment of Bonus Act.

**Section-8 of Payment of Bonus Act reads as under:-**

**“Eligibility for bonus.—Every employee shall be entitled to be paid by his employer in an accounting year, bonus, in accordance with the provisions of this Act, provided he has worked in the establishment for not less than thirty working days in that year.”**

9. Workman has not examined himself on oath to prove his case. The photocopy of documents filed by him have not been proved by him and since they have been denied by employers, they cannot be read in evidence. Only admitted document is an award of the Court with reference to the disengagement of the workman on 21-8-04 without regularizing him. According to award, his disengagement was found illegal as violative of Section 25-F of ID Act 1947. There is finding of the Court that the workman proved himself to be in continuous engagement of employers in the year preceding the date of his disengagement and since 9-4-99 to 21-8-04. This finding of fact recorded between the parties on the basis of evidence though in separate case but this finding will operate as res judicata hence in the light of this finding recorded by Competent Court, the oral statement of the management of Bank against this finding carries no value in law. Accordingly holding that the engagement of workman for the period 9-4-99 to 21-8-04 as daily wage proved the workman is held entitled to get bonus according to Section 8 of Payment of Bonus Act to be calculated as provided in the Act.

10. Learned counsel for management has further submitted that the claim of the workman suffers with delay and latches hence it is liable to be rejected. He has referred to case *Krishi Utpadan Mandi Samity versus Pahal Singh* reported in 2007(12)SCC-193 in this respect but the facts of the referred case are different from case in hand. In the referred case, the dispute was raised after 18 years and the Apex Court held the claim barred by delay and latches. Another case *Range Forest Officer versus S.T. Hadimani* reported in (2002)3SCC-25 and *Bhavnagar Municipal Corporation versus Jadeja Govubha Chhanubha* reported in 2014(16)SCC-130 also not applicable to the case in hand because of facts being different.

11. On the basis of above discussion, the reference is answered in favour of the workman holding the refusal of bonus to the workman for his services rendered from 9-4-99 to 21-8-04 illegal and unjustified. He is held entitled to bonus as per law.

12. In the result, award is passed as under:-

(1) The demand of the Dainik Vetan Bhogi Karamchari Sangathan for payment of bonus by the management of State Bank of Indore, Chhattarpur Branch to ShriRajendraYadav for period of services rendered by him for the period from 9-4-99 to 21-8-2004 is legal and justified.

(2) Management is directed to pay bonus for the above period to the workman as per rules.

Dated: 22-4-2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का. आ. 855.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्टेट बैंक ऑफ इंदौर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 17/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2019 को प्राप्त हुआ था।

[सं. एल-12011/42/2008- आईआर (बी-1)]

बी. एस. बिश्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 855.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2010) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*, Jabalpur as shown in the Annexure, in the industrial dispute between the management of State Bank of Indore and their workmen, received by the Central Government on 15/05/2019.

[No. L-12011/42/2008– IR(B-1)]

B.S. BISHT, Under Secy.

#### ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, JABALPUR**

**NO. CGIT/LC/R/17/2010**

General Secretary,  
Dainik VetanBhogi Bank Karmachari Sangathan,  
F-1 Karambhoomi, Triptivihar,  
In front of Engg. College,  
Ujjain.

...Workman/Union

#### Versus

Asstt. General Manager (First),  
State Bank of Indore, Regional Office,  
765-766, Nagpur Road,  
Mahanadda, Gorakhpur,  
Jabalpur.

...Management

**AWARD**

Passed on this 25<sup>th</sup> day of April 2019

1. As per letter dated 2-2-2010 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/42/2008-IR(B-I). The dispute under reference relates to:

**“Whether the demand of the Dainik Vetan Bhogi Karamchari Sangathan for payment of bonus by the management of State Bank of Indore, Chhattarpur Branch to ShriRajnarayanRaikwar for period of services rendered by him for the period from 1-1-96 to 8-4-99 is legal and justified? If yes, what relief the workman is entitled to?”**

2. After receiving reference, notices were issued to the parties. Workman filed statement of claim. The case of workman as stated in his statement of claim is that he was engaged in Chhattarpur Branch of State Bank of Indore now merged with State Bank of India from the period 1-1-96 to 8-4-99. That the wages were increased from Rs.20/- to Rs.25/-, 30/-, 40/- & 50/- after completion of continuous 240 days working from 1-1-96.

3. It is alleged that the workman was entitled to get bonus for the period 1-1-96 to 8-4-99 as per Section 8 of Payment of Bonus Act but the employers did not provide him bonus for the period for which he raised a dispute and on FOC, the reference was sent by Central Government to the Court. It is further the case of the workman that he was paid his wages through vouchers, records available with the employers and sought a relief directing the employers to pay his bonus with interest as per law for the period of service rendered by him as stated above.

4. The employer Bank has pleaded in Written Statement of defense that workman was never appointed on regular basis at any post nor was he working at Chhattarpur Branch of the Bank. The employers further denied the allegation that the workman had worked with the employers for 8 hours a day for the period between 1-1-96 to 8-4-99 hence he is not entitled to any bonus. He has never worked as an employee rather he was engaged on contractual rate for cleaning of bank and toilet one hour before and after opening of the bank for which he was paid. His engagement was on daily basis. Accordingly it has been prayed that the claim of bonus made by workman be rejected and the reference be answered in negative.

5. Workman has filed photocopy of documents which he has not proved. These documents have been denied by management hence cannot be read in evidence.

6. The workman has not examined himself nor any witness in support of his claim. Management has examined its witness Arvind Kumar Khare, Chief Manager of the Bank.

7. I have heard argument of Shri R.Nagwanshi and learned counsel for the Bank Shri Vijay Tripathi. Both sides have filed written argument. I have gone through written argument as well as record.

8. The main point of argument on behalf of workman is that since he had worked for the period as mentioned earlier, he is entitled to get bonus in the light of Section 8 of Payment of Bonus Act as submitted by learned counsel for employers since workman was never in employment of the Bank, rather he was only a casual daily wager engaged for cleaning one hour before and after the bank hours and was paid accordingly hence he is not entitled to get bonus. The point remains to be decided is whether the workman has successfully proved that he was in continuous engagement of employer Bank to qualify him to get bonus according to Section-8 of Payment of Bonus Act.

**Section-8 of Payment of Bonus Act reads as under:-**

**“Eligibility for bonus.—Every employee shall be entitled to be paid by his employer in an accounting year, bonus, in accordance with the provisions of this Act, provided he has worked in the establishment for not less than thirty working days in that year.”**

9. Workman has not examined himself on oath to prove his case. The photocopy of documents filed by him have not been proved by him and since they have been denied by employers, they cannot be read in evidence. There is on record copy of award dated 4-5-2016 passed by this Court in Case No. CGIT/LC/R/90/2001. In this award, a finding of fact has been recorded on evidence that the claimant workman was successfully proved to be in continuous engagement/employment of the employers for the relevant period. This is a finding of fact recorded by Competent Court. There is nothing on record to show that the award was challenged by any of the parties hence keeping this finding of fact between the parties recorded on the basis of evidence which operates as resjudicata. It is held that the engagement of workman for the period 1-1-96 to 8-4-99 as daily wager proved the workman is held entitled to get bonus according to Section 8 of Payment of Bonus Act to be calculated as provided in the Act.

10. Learned counsel for management has further submitted that the claim of the workman suffers with delay and latches hence it is liable to be rejected. He has referred to case *KrishiUtpadanMandiSamity versus Pahal Singh* reported in 2007(12)SCC-193 in this respect but the facts of the referred case are different from case in hand. In the referred case,

the dispute was raised after 18 years and the Apex Court held the claim barred by delay and laches. Other referred cases Range Forest Officer versus S.T.Hadimani reported in (2002)3SCC-25 and Bhavnagar Municipal Corporation versus JadejaGovubhaChhanubha reported in 2014(16)SCC-130 also not applicable to the case in hand because of facts being different.

11. On the basis of above discussion, the reference is answered in favor of the workman holding the refusal of bonus to the workman for his services rendered from 1-1-96 to 8-4-99 is illegal and unjustified. He is held entitled to bonus as per law.

12. In the result, award is passed as under:-

- (1) The demand of the DainikVetanBhogiKaramchariSangathan for payment of bonus by the management of State Bank of Indore, Chhattarpur Branch to ShriRajnarayanRaikwar for period of services rendered by him for the period from 1-1-96 to 8-4-99 is legal and justified.
- (2) Management is directed to pay bonus according to rules for the above period.

Dated: 25-4-2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 15 मई, 2019

**का आ. 856.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आईडीबीआई लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नागपुर के पंचाट (संदर्भ संख्या 35/2011.12) को प्रकाशित करती है, जो केन्द्रीय सरकार को 15.05.2019 को प्राप्त हुआ था।

[सं. एल. 12012/77/2011-आईआर (बी-1)]

बी.एस. बिश्ट, अवर सचिव

New Delhi, the 15<sup>th</sup> May, 2019

**S.O. 856.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.35/2011-12) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Nagpur* as shown in the Annexure, in the industrial dispute between the management of I.D.B.I. Limited and their workmen, received by the Central Government on 15/05/2019.

[ No. L-12012/77/2011—IR(B-1)]

B.S. BISHT, Under Secy.

#### ANNEXURE

**BEFORE SHRI S.S. GARG, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR**

**Case No.CGIT/NGP/35/2011-12**

Date: .25.03.2019

**Party No.1:** The Branch Manager,  
I.D.B.I. Limited,  
Branch Arvi, Tehsil: Arvi,  
Distt. Wardha (M.S.).

#### Versus

**Party No.2:** Shri Pravin Rameshrao Mandwe,  
R/o Balaji Ward, Arvi,  
Tehsil: Arvi, Distt. Wardha (M.S.).

**AWARD**

(Dated: 25th March, 2019)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government has referred the industrial dispute between the employers, in relation to the management of I.D.B.I. Limited and their workman, ShriPravinRameshraoMandwe for adjudication, as per letter **No. L-12012/77/2011 (IR (B-I) dated 24.11.2011**, with the following schedule:-

**"Whether the action of the management of IDBI Bank Ltd. in terminating the services of Shri Parvin R. Mandwe, a daily wage temporary workman, w.e.f. 01.02.2008, is legal and justified? To what relief the workman is entitled?"**

2. On receipt of the reference, the parties were noticed to file their respective statement of claim and written statement and accordingly, the petitioner, ShriPravin R. Mandwe ('Party No. 2' in short), filed the statement of claim and the management of IDBI Limited ('Party No. 1' in short) filed their written statement.

3. The Party No. 2 filed statement of claim by asserting that, he was appointed initially as Sweeper in 1997-98 in United Western Bank Limited, Satara. They he subsequently appointed as Peon. According to Party No. 2, United Western Bank Limited came to merged in IDBI Bank, he worked continuously without break, duly completed 240 days in earlier preceding years and he acquired the status of permanent employee. He was getting salary as per the Peon i.e. 2750/- per month with bonus. On 01.02.2008, he was prevented from working and signing on muster roll. He orally informed that, his services are no more required. No retrenchment compensation was given to him, so he prayed that, benefit available to him under provision of Section 25 B, 25 F, 25 G and 25 H of the above act must be given.

4. According to the Party No. 2, he had initially approached to the Labour Court, Wardha. That case was dismissed in default. Then he approached to the proper forum i.e. ALC. He also prayed that, he is reinstated in his former post with full back wages and continuity in services from the date of his termination i.e. 01.02.2008 and declare award in affirmative.

5. The Party No. 1 filed its written statement by asserting that, scheme of amalgamation dated 30.09.2006, the Bank namely, United Western Bank ("UWB" in short) came to be amalgamated with Party No. 1 i.e. IDBI Bank. According to the Party No. 1, no statutory or contractual right has been breached between Party No. 2 and Party No. 1. The Party No. 2 has unnecessarily dragged the Party No. 1 in this litigation to create pressure and also asserted that, Party No. 1 has their own Recruitment Rules i.e. Written Test, Group Discussion and Interview and requires some formalities, but Party No. 2 does not have any document to establish the factum of regular employment. According to the Party No. 1, appointment of Party No. 2 was on ad-hoc basis and terminable without notice and Party No. 2 had no right to continue in the post.

6. According to the Party No. 1, a contract of employment is based by an offer of acceptance, but Party No. 2 induced by undue influence by way of unnecessary litigation. Hence, statement of claim ought to be rejected in limine and Party No. 2 failed to establish his constitutional and contractual rights. Party No. 1 denied all material facts by asserting matter of record or general denial and they prayed that, claim of Party No. 2 is not genuine; statement of claim is devoid of factual matrix, Party No. 2 is not entitled to any relief and prayed that, reference deserves to be dismissed in limine with cost.

**7. Point of determination:**

i. Whether Party No. 1 illegally terminated Party No 2?

ii. Whether Party No. 2 is entitled to any relief?

**Reason of determination:**

8. The Party No. 2 relied on case laws: (i). Rattan Lal and others etc. Vs. State of Haryana and others, 1985 Service law cases 276 and (ii) Dr. Sumati P. Shere, Appelant Vs. Union of India and others AIR 1989 SC 1431 and argued that, Party No. 2 was employed by the Party No. 1 as Sweeper from 1997-98 till termination as on 01.02.2008, virtually employer Party No. 1, bank extracted work of peon in addition to his duties as Sweeper, Party No. 1 did not pay retrenchment compensation, not produce relevant records, but bonus provision sheet show the employment. Party No. 2 also argued that, he is entitled to former post with full back wages. That fact was denied by the Party No. 1.

9. Party No. 1 relied on case laws: (i). Chairman, ONGC Vs. Shyamlal Chandra (2006) LLR 70 (SC) and Secretary, State of Karnataka and other Vs. Umadevi and others 2006 AIR 1806 and argued that, appointment of Party No. 2 in UWB was on ad-hoc basis and terminable without notice, Party No. 1 is a Public Sector Bank owned and controlled by the Govt. of India, he alternatively argued that, Party No. 2 was employed as daily wagger and received bonus for certain period, would not make entitle him to claim as permanent employee. The Party No. 1 also argued that, there is no employer and employee relation between them.

10. Now I want to discuss firstly the evidence of Party No. 2 in the light of above argument. The Party No. 2 examined himself with certain documents, but he plainly admitted that, he did not file any appointment letter, he passed IX class, IDBI Bank is Govt. undertaking bank, he did not mention the name of his co-workers in UWB and IDBI and he also admitted that, he did not mention the name of appointing authority. He also admitted that, presently he does the labour work for his livelihood. He denied that, he was not appointed on regular basis. In this way, he remained un-crossed some material points. In my opinion, he did not file bank's document and salary vouchers, which are concerned with his employment, because these documents are not available with him.

11. Now I want to see the evidence of Party No. 1. On behalf of the Party No. 1, Smt. ZeenaPaynter, Dy. General Manager, was examined to support his defence. She admitted that, they are not disputing the appointment of the Party No. 2, he was employed with erstwhile UWB and UWB came to be transferred in IDBI Bank. She also admitted that, old employee of the said bank with other staff; there was no occasion for Party No. 1 to engage him afresh. She also admitted that, they did not file any document showing his wage slip. She denied that, Party No. 2 was working in UWB for more than 8 years and also denied that, Party No. 2 worked for 247 days from April 2003 to March 2004 and 291 days from April 2004 to March 2005. She asserted that, she has no knowledge, whether any retrenchment compensation was given to Party No. 2 or not, but she admitted that, in every bank or offices, need sweeper and work of sweeper is perennial and essential nature. She also admitted that, she has not filed any document, which shows that, Party No. 2 was working in the bank as casual employee.

12. Now I want to see the legal position and principles laid down by the Hon'ble Supreme Court" in the above case laws:-

- (i). "The policy of 'ad-hocism' followed by the State Government for a long period has led to the breach of Article 14 and Article 16 of the Constitution. The State Government is expected to function as a model employer".
- (ii). "The employee should be made aware of the defect in his work and deficiency in his performance ---- Without any such communication, it would be arbitrary to give a movement order to the employee on the ground of unsuitability".
- (iii). A class of employment, which can only be called 'litigious employment' has risen like a phoenix seriously impairing the constitutional scheme ----- The passing of orders for continuance tends to defeat the very Constitutional scheme of public employment".

13. The Hon'ble Supreme Court in case laws, State of Haryana &ors etc. Vs. Piara Singh &ors etc. AIR 1992 SC 2130 and State of Karnataka Vs. Uma Devi (3) AIR 2006 SC 1806, held that:-

- (i) "The normal rule, of course, is regular recruitment through the prescribed agency but exigencies of administration may sometimes call for an ad-hoc or temporary appointment to be made -----The appointment of regularly selected candidate cannot be withheld or kept in abeyance for the sake of such an ad-hoc temporary employee".
- (ii) "For regularisation of such employees consistent with its reservation policy and if a scheme is already framed the same may be made consistent without our observations ----- If a casual labourer is continued for a fairly long spell-say two or three years – a presumption may arise that there is regular need for his services".

14. In case law--- Delhi Transport Corp. vs. Ombir Singh 2017 LLR 252, Hon'ble Lordship held that "Where principles of natural justice are not being complied with, then in such cases, compensation ought to be granted even if termination of service is found to be valid". On the basis of principle laid down in Engineering LaghuUdhyog Employees Union vs Judge, Labour Court and Industrial Tribunal & others – (2003) 12 SCC 1 in which it was held that:- "no difference whether the matter comes before the tribunal for approval under S.33 or on a reference under S.10 of the Industrial Dispute Act, 1947. In either case if the enquiry is defective or if no enquiry has been held as required by Standing Orders, the entire case would be open before the tribunal and the employer would have to justify on facts as well that its order of dismissal or discharge was proper." "A defective enquiry in our opinion stands on the same footing as no enquiry and in either case the tribunal would have jurisdiction to go into the facts and the employer would have to satisfy the tribunal that on facts the order of dismissal or discharge was proper." These principles are also laid down by Hon'ble Supreme Court in case laws- Punjab Urban Planning & Development authority Vs. Mandip Singh (2016) 7 SCC-571, UPSRTC Vs. GopalShukla (2015) SCC 603, Sanjay Singh Vs. National Seed Corporation (2017) 13 SCC 269, V.D. Vegad Vs. State of Gujarat (2017) 2 SCC 508 and Angikr Oriental (Arbic) Higher Secondary School Vs. A. Harnoon (2017) 2 SCC 510.1

15. In the above discussions, I found that, in the statement of ZeenaPaynter that, she admitted, work of sweeper is perennial and essential nature. She also admitted that, Party No. 1 did not produce documents related to wages and employment of Party No. 2. Party No. 2 also gave two applications regarding notice to admit documents, which is marked as Exhibit P-5 and notice to produce documents, Exhibit P-4. Party No. 1 hotly opposed these applications.

Neither they neither admit any documents nor produce any document. Party No. 1 witness, Smt. ZeenaPaynter has no knowledge about the letter dated 09.08.2002, which is written by UWB Manager to the General Manager of same bank. Party No. 1 also admitted that, they did not give notice to the Party No. 2, because it was not required, but on behalf of the Party No.2, they produce bonus calculation sheets of two years i.e. 2003 to 2005 and statement of daily wages paid to the Party No. 2 by IDBI bank, these documents are Xerox copies. The Party No. 1 denied these documents, but true or original documents have not been produced. In my humble opinion, prima facie, forward and backward presumption may be drawn regarding service of Party No. 2. These symptoms show that, Party No. 1 did not behave as model employer. It also appears that, the service of Party No. 2 was terminated without notice.

16. Judging the present case in hand with the touch stone of the principles as mentioned above, as I observed that, Party No. 2 has prima facie proved that, Party No. 1 illegally terminated or retrenched him without notice. In my opinion, Party No. 2 worked for more than 9 years. The Party No. 2 also admitted that, he does labour work for his livelihood. So, the workman is entitled for Lumpsum monetary compensation of Rs. 2,00,000/- (Rupees two lacs only) in lieu of reinstatement as well as retrenchment compensation. The Party No. 1 within three months shall consider the service record for regularisation of Party No.2. Hence, it is ordered:-

### ORDER

The action of the management of IDBI Bank Ltd. in terminating the services of ShriParvin R. Mandwe, a daily wage temporary workman, w.e.f. 01.02.2008, is not legal and justified. The workman is entitled for Lumpsum monetary compensation of Rs. 2,00,000/- (Rupees two lacs only) in lieu of reinstatement as well as retrenchment compensation, which is payable within one month from the publication of this award in official gazette, failing which, amount due to workman will carry interest of 6% per annum from the date of due to the workman to the date of actual payment of the amount to the workman. The Party No. 1 within three months shall consider the service record for regularisation of Party No.2 as per direction given in the above discussion. The workman is not entitled for any other relief.

SHYAM SUNDAR GARG, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का. आ. 857.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड - कोच्ची रिफाइनरी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, एर्नाकुलम के पंचाट (संदर्भ संख्या 27/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं. एल-30011/50/2010-आईआर(एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 857.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/2011) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Petroleum Corporation Limited – Kochi Refinery and their workman, which was received by the Central Government on 14.05.2019.

[No. L-30011/50/2010-IR(M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

**Present:** Shri. V.Vijaya Kumar, B.Sc., LLM, Presiding Officer

(Tuesday the 07<sup>th</sup> day of May, 2019)

**ID No. 27 of 2011**

Workman : The. General Secretary,  
Cochin Refinery Employees Association,  
Ambalamukal, Kochi-682 302.  
By Adv. Ajith Prakash.

Management : The General Manager,  
BPCL-KR, Ambalamughal,  
Ernakulam  
By M/s Menon & Pai.

This case coming up for final hearing on 13.03.2019 and this Tribunal-cum-Labour Court on 07.05.2019 passed the following:

**AWARD**

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No. L-30011/50/2010-IR(M) dated 21.09.2011 referred the following dispute for adjudication by this Tribunal.

The dispute is:-

2. **“Whether the action of the management of M/s BPCL - Kochi Refinery, Ambalamukal, Kochi Kerala 632302 in awarding the punishment of withholding of 2 increments with cumulative effect vide order dated 29/06/2009 on Sri. Surendran Nair, Staff No. 81205 is justified? To what relief the workman is entitled to?”**
3. After appearance the union filed a statement claiming that the workman is the General Secretary of Kochi Refinery Employees Association (CREA) for the last 16 years. CREA is a recognized union in the Management Company and it has raised several industrial disputes on genuine employee issues. The management framed the following charges against the workman.
  - a. Surrounding, blocking or detaining the worker inside the premises. This includes riots or disorderly behavior or any act subversive to good discipline (Standing order No. 29.14).
  - b. Threatening, intimidating or coercing any other employee or interference with work of any other employee in a manner inimical to the Company's interest (Standing order No. 29.15).
  - c. Making false accusation, use of impolite or insulting language against any other employee (Standing order No. 29.16).

The union alleged certain procedural irregularities and impropriety in the inquiry proceedings. As per clause 30 (3) of Standing orders the management ought to have given a statement of allegations along with the charge sheet. The workman is the General Secretary of a recognized Association and has espoused and caused legal actions, agitations on various issues touching the welfare of employees. From the Charge Memo issued it is very clear that the initiation of the proceedings amount to victimization and unfair labour practice adopted against a trade union leader.



4. According to the show cause notice dated 08/06/2005 the workman is alleged to have committed the following misconducts.
  - I. On 06/06/2005 at around 10:30 am the workman along with Sri. M K Gopinathan, Badge number 1129, another employee of the company blocked the movement of Mrs.Indu Thomas who was on duty and Mrs. Deena K A near SBI ATM counter in Company premises.
  - II. The workman tried to unduly influence Mrs. Deena K A, an employee in Occupational Health Center who is likely to be the key witness in the matter of a domestic inquiry ordered against Sri. M K Gopinathan
  - III. In pursuance of above the workman along with Sri. M K Gopinathan abused the two lady employees near SBI ATM counter.
  - IV. When the ladies reminded the workman that it is a public place and the matter can be discussed in the Medical Center the workman continued to abuse them and blocked their movement for five minutes.
  - V. The workman obstructed Mrs. Indu Thomas who was on duty, from doing her duty.
  - VI. The above act by the workman caused insult, mental agony and strain to both the ladies.
5. The workman alleged that the inquiry proceeds were vitiated with malafieds and bias on the part of the Inquiry Officer. The disciplinary authority also did not consider the vital evidences and relied on the finding in the biased report.
6. The workman alleges that MW 2 in the inquiry (Dr. John K John) who is inimically disposed towards him has played a very vital negative role in the whole episode which was ignored by the Inquiry Officer. The whole inquiry was initiated on a complaint filed by MW 3 and MW4. But their oral evidence was completely ignored by the Inquiry Officer.
7. This is a case of no evidence and the findings arrived at, leading to the guilt of the workman is on a perverse finding. Page 1 to 58 of the Inquiry report is only a selective translation of the evidences of the witnesses and is not a verbatim translation of the oral evidences given by the witnesses in the inquiry.
8. The Management filed written statements denying all the above allegations. According to the Management there was a pending disciplinary action against Sri M K Gopinathan, Ambulance Driver, for delay in taking one coworker, Sri. V Krishnan from Colony to Hospital. Smt. Deena K A was the staff nurse on duty in Medical Center and was the key witness in the disciplinary inquiry against Sri. M K Gopinathan. The workman along with Sri. M K Gopinathan was using strong arm tactics to unduly influence the witness. The workman along with Sri. M K Gopinathan blocked the movement of Smt. Indu Thomas and Smt. Deena K A and obstructed them from doing their duty and abused them. Since intimidation and coercion are serious misconduct, the workman along with Sri. M K Gopinathan was placed under suspension which culminated in the disciplinary proceedings. The evidence in the inquiry clearly revealed that Sri. Surendran Nair along with Sri. M K Gopinathan had indulged in a deliberate act of intimidation by blocking the movement of two lady employees within the refinery premises, all of which were clearly a pressure tactics to prevent Smt. Deena from appearing as a management witness in the domestic inquiry against Sri. M K Gopinathan.
9. The inquiry was conducted following the principles of natural justice and the Inquiry Officer found that all charges were proved against the workman. The workman being a protected employee, the management sought permission of this Court to impose penalty of withholding of two annual increments with cumulative effect on the workman. This Court in MP No. 1 of 2007 granted permission vide order dated 15/05/2009 and accordingly punishment was imposed on the workman.
10. Proved misconduct is antithesis of victimization and unfair labour practice. On the face of proved charges the allegation of victimization and unfair labour practice fails. The domestic inquiry was initiated against the workman on a complaint filed by two lady staff who happens to be the members of the very same union in which the workman is the General Secretary.
11. The management pleaded that the validity of domestic inquiry be heard as a preliminary issue and in case it is found that the inquiry conducted by the management is not valid the Management may be given an opportunity to adduce fresh evidence to substantiate the charges.
12. In view of the above the validity of the Inquiry report was taken as a preliminary issue. The Inquiry Officer was examined on commission as MW 1 and the inquiry file (Volumen 1 to 4) was marked as Exhibit M 1 on the side of the Management. After hearing elaborate arguments on either side, this court vide its order dated 26/05/2017 held that "there is no irregularity or illegality or impropriety in the conduct of inquiry by the Inquiry Officer. The proportionality or justifiability of the punishment imposed by the Management is left open to be adjudicated at the final stages of the proceedings."

13. The learned counsel for the workman submitted that this is a case of clear victimization and unfair labour practice. Being the General Secretary of a recognized union, the workman filed a lot of cases and initiated action against the management for irregularities and illegalities committed by them. Hence the management was waiting for an opportunity to fix him. Further MW 2 in the inquiry who got a written complaint prepared and rewritten against the workman was inimically disposed against the workman as he pursued a complaint by a lady staff against MW 2.
14. The learned counsel of the Management argued that the finding of the Inquiry Officer is fully supported by legal evidence and hence the same calls for no interference by this Court. It was also argued that the punishment imposed on the workman is just, legal and proportionate to the gravity of the misconduct proved in the inquiry.
15. In view of the pleadings by both of the parties the issues that are required to be decided are:
  1. Whether the findings entered against the workman by the Inquiry Officer calls for any interference?
  2. Whether the punishment imposed on the workman is legal and justified and proportionate to the charges proved against the workman?
  3. What is the relief the workman is entitled to?

#### **Issue number 1**

16. As already pointed out this court found that the inquiry conducted against the workman is valid as there is no irregularity, illegality or impropriety in the conduct of the inquiry by the Inquiry officer. Hence the issue to be considered here is whether the finding given by the Inquiry Officer is supported by legal and valid evidence. Both the learned counsels took pains to impress upon this Court the limitations of this proceedings and also the limit upto which the evidence can be re-appreciated in such proceedings by this court to interfere with the findings of the Inquiry Officer.
17. The learned counsel for the workman relied on **Anil kumar vs Presiding Officer**, Laws (SC 1985, 528) to hold that the Labour court can interfere with the findings of inquiry in appropriate cases. On perusal it is seen that the facts in that case will not support this case. **Khardah and Co Ltd vs Workman**, laws (SC 1963, 526) also will not support the case of the workman. That was a case where there was no inquiry report. However, the Hon'ble Supreme Court reiterated its position that Labour Court shall interfere with inquiry reports only in specified circumstances. In the case of **M/s Bharat Iron works vs Bhagubhai Balubhai Patel**, 1976 Lab.i.c.4 the Hon'ble Supreme Court laid down the principles of law while dealing with disciplinary inquiry reports by Labour Courts. The Hon'ble Supreme Court pointed out that,

“it must be made clear in following the above principles, one or the other, as may be applicable in a particular case, the Tribunal does not sit as a court of appeal, weighing or re-appreciating the evidence for itself but only examines the findings of Inquiry Officer on the evidence in the domestic inquiry as it is, in order to find out either whether there is a prima facie case or if the findings are perverse.”

In **Delhi Cloth and General Mills vs Ludh Budh Singh**, (1972) 1 SCC 595, quoting its own various decisions the Hon'ble Supreme Court held that the Tribunal was only to satisfy itself whether a prima facie case has been made out by the Management and that the Management has not acted mala fide and that the inquiry has been held in accordance with the principles of natural justice and the procedure laid down in the standing orders, if any. The Industrial Tribunal can interfere with the findings of the Inquiry Officer if the same are not based on legal evidence and no reasonable person could have arrived at such a conclusion on the basis of the materials available before the Tribunal. In **B C Chaturvedi vs Union of India**, (1995) 6 SEC 749, the Hon'ble Supreme Court held that

“the Court/Tribunal in its powers of judicial review does not act as appellate authority to re-appreciate the evidence and to arrive at its own independent findings on evidence. The Court/Tribunal may interfere, where the authority holds the proceedings against the diligent officer in a manner inconsistent with the rules or natural justice or in violation of statutory rules prescribing the mode of inquiry or whether the conclusion or finding reached by the disciplinary authority is based on no evidence, if the conclusions or findings be such as no reasonable person could have reached, the Court/Tribunal may interfere with the conclusion or findings and mould the relief so as to make it appropriate to the facts of the case.”

18. Having set out the legal position as above let us examine the facts of this case.
19. The allegations in the show cause notice dated 08/06/2005 is that the workman along with one Mr. Gopinathan blocked the movement of Mrs. Indu Thomas (MW 3) and Mrs. Deena K A (MW 4) near the SBI ATM counter in the company premises. The workman was trying to unduly influence Mrs. Deena K A who is likely to be a key witness in a domestic inquiry against Mr. M K Gopinathan. In that process the workman abused the two lady employees uttering “you are crucifying Mr. Gopinathan for some time now – how many

times Mr. Gopinathan called Deena over telephone – You shall disclose everything in the inquiry”. Further when the two ladies reminded the workman that it is a public place and issue if any can be discussed in the Medical Center, the workman continued to abuse them and blocked their way for 5 minutes. The workman obstructed Mrs. Indu Thomas from discharging her official duties. This action on the part of the workman had caused insult, mental agony and strain to the two lady staff. The explanation given by the workman was rejected and a charge sheet dated 11/07/2005 was issued to him. The charge sheet specifically refers to misconduct mentioned in the certified standing orders at 29.14, 29.15 and 29.16 ie; surrounding, blocking the workman inside the premises, threatening, intimidating or coercing any other employee or interference with the work of any other employee in a manner inimical to Company’s interest making false accusations, use of impolite or insulting language against any other employee.

20. As already pointed out this court is not supposed to re-appreciate the evidence adduced before the Inquiry Officer. However to examine whether there is any perversity in the finding by the Inquiry Officer, we will have to examine the evidence in a limited way along with the Inquiry report. The Inquiry report is available from page 1687 to 1768 of Vol. 4 of Exbt. M 1. The first 56 pages of this report is selective translation of the deposition of witnesses in the inquiry. Having decided to translate the deposition of the witnesses, it is not clear, why the Inquiry Officer resorted to selective translation instead of verbatim translation. This becomes relevant when we look at the evidence of the witnesses as a whole. The most crucial and critical evidence in the inquiry on the side of the management is that of Mrs. Deena K A (MW 3) and Mrs. Indu Thomas (MW 4). The oral evidence of MW 3 is available at pages 174 to 215 and that of MW 4 is available at pages 216 to 302 of Vol. 1 of Exbt. M 1. An impassionate reading of the above depositions will clearly indicate that these witnesses who were the original complainants retracted every word in the complaint dated 06/06/2005 (ME 3). The learned counsel for the Management argued that the withdrawal of the complaint vide letter dated 19/11/2006 (ME 6) will not in any way help the workman. He cited the decision in **Sri Ganapathi Mills Co Ltd vs Presiding Officer**, 2002 (101) FJR 53. This is a case of violence committed by the workman in front of the mill. On the basis of a compromise the victim withdrew the complaint. However he supported his case before the Inquiry Officer at the time of evidence. In the present case the complainants withdrew the complaint and also gave evidence against the complaint during the course of inquiry. In the case of **S Tamilje Selvan vs Registrar Tamilnadu Administrative Tribunal** 2006 (2) LLN 272 it was held that the withdrawal of the complaint was not relevant in the circumstance of that case as the charges were proved otherwise. In the present case the complainants denied the contents of the complaint and also explained the circumstances leading to the complaint. Ignoring all these evidence the Inquiry officer relied on Exbt. ME 3 complaint alone and answers to some leading questions to arrive at a finding that the charges are proved. The allegations of misconduct in the show cause notice reproduces the words such as blocking, surrounding, threatening, intimidating, coercing etc; as available in the certified standing orders. However all the above allegations are specifically denied by the complainants before the Inquiry Officer. As come out in evidence it can be seen that Exbt. ME 3 is not a complaint given by MW 3 and MW 4 suo moto. It is a redrafted complaint at the instance of MW 2.
21. Coming to the show cause notice dated 08/06/2005, it can be seen that
  1. The first allegation is a statement of fact and will not constitute a misconduct.
  2. The second is that the workman blocked the movement of MW 3 and MW 4 near SBI ATM counter. The blocking is specifically denied by both the witnesses.
  3. The third allegation is that the workman tried to unduly influence Mrs. Deena K A. The actual words used by the workman is quoted in the charge memo i.e. “you shall tell the truth in the inquiry”. It is not clear as to how this statement will constitute an undue influence?
  4. The fourth allegation is that the workman abused the two ladies. The above allegation is denied by the ladies in the inquiry. Further the acts attributed to the workman and verbatim quoted in the show cause notice cannot by any imagination be called an abuse in any connotation of the word.
  5. The fifth allegation is that the workman continued to block the ladies and continued to abuse them when they suggested that the matter can be discussed in the Medical Center. This allegation is totally rejected as false by both the ladies.
  6. The sixth allegation is that the workman obstructed Smt. Indu Thomas who was on duty. Smt. Indu Thomas admitted in her evidence that she met the workman at the ATM counter when she was proceeding to open the gas cylinder. The further allegation that the workman obstructed her from doing her duty was denied by her.
  7. The seventh allegation is that the aforesaid acts caused insult, agony and strain to the two ladies. This is denied by both the witnesses. Further they stated in the inquiry that giving the complaint against the workman and redrafting the same as per the instructions of MW 2 had caused a lot of mental agony and strain. The statement of Mrs. Deena K A is quoted by the Inquiry Officer in his

report to conclude that her discussion with workman caused her strain and agony.

22. Without going into further analysis of evidence it can be safely concluded that an ordinary man of normal prudence will not arrive at such findings and conclusions on the basis of available evidence on record.
23. The workman also raised the issue of victimization and unfair labour practice. The workman is Secretary of Cochin Refinery Staff Association which is a recognized Trade Union of the Management. In his evidence the workman narrated in detail the actions that he has taken against the management as a Trade union leader. He has also supported the same with documentary evidence. The case of the workman is that Management was looking for an opportunity to fix him. It is in this context that the allegation of the workman regarding the involvement of MW 2, Dr. John K John and MW 7, Shibu Mani, Senior legal advisor becomes relevant. The workman fairly succeeded in proving through AW 4, Smt. Gracy Mambilli that Dr. John K John had personal animosity against the workman as he helped her in a case of harassment against Dr. John K John. Presence of MW 7 Sri. Shibu Mani in the Medical Center along with MW 2 also leads to a reasonable doubt regarding his involvement in the redrafting of the complaint given by MW 3 and MW 4. MW 7 is the Senior Law Officer who is a front line Management representative dealing with Trade union issues. His presence along with MW 2 in the Medical Center when the complaint was got redrafted sufficiently indicate the involvement of the management in the episode. It is clearly on record that MW 2 is antagonized with the workman as he supported the case of another employee against MW 2.
24. In **M/s Bharath Iron Works vs Babubhai Balubhai Patel**, AIR 1976 SC 98, the Hon'ble Supreme Court held that "inflicting a monstrous punishment which no rational person would impose will amount to victimization. However "a proved misconduct is antithesis of victimization". However the courts can infer in appropriate cases where there is proof of victimization. In industrial relations as pointed out by Supreme Court in **Workman vs Williamson Mayor and Company**, AIR 1982, SC 98 the ordinary meaning of the word victimization as being the victim of unfair and arbitrary action shall be accepted.
25. The allegation of the victimization is dismissed by the Inquiry Officer holding that there is no role played by the Management in lodging of the complaint. This finding by the Inquiry Officer ignored the evidence on record that the workman is a trade union leader of a recognized union, the written complaint given by MW 3 and MW 4 is at the instruction of MW 2, the complaint is again redrafted at the instruction of MW 2 and MW 7 to fit into the code of discipline in the certified standing orders, the complaint is withdrawn by the complainants, the complaints and charges against the workman were retracted by MW 3 and MW 4 before the Inquiry Officer and the evidence of AW 4 that MW 2 is inimical towards workman as he as a trade union leader helped her in a case against MW 2.
26. It was pointed out by the learned counsel for the Management that the penalty was imposed with the permission of this court under Section 33 (3) of Industrial Disputes Act and subsequently this court in the preliminary order in this ID also held that there is no irregularity and illegality in the conduct of the inquiry by the Inquiry Officer. Hence no interference with the punishment is called for at this stage of the proceedings. It is seen that the first order is issued without prejudice to the rights of the workman to put forward his contentions in a reference in Section 10 of Industrial Disputes Act. In the preliminary order in this ID, the justifiability of the findings and the proportionality of the punishment is left open to be decided at the final stages of adjudication. Having found that the findings of the Inquiry Officer are perverse and based on no evidence this court is entitled to interfere with the final orders of the disciplinary authority.
27. The learned counsel for the management also argued that since this is not a case coming under Section 11 A of Industrial Disputes Act no interference with the finding of the Inquiry Officer is called for. He referred to the following judgments

1. **Bangalore Metropolitan Transport Corporation vs BMTC and State Transport Naukarara Sangh** 2011 (3) LLN 626 (Kar.).
2. **Gen Secretary, South Indian Cashew factories Workers Union vs Managing Director, Kerala Sate Cashew Development Corporation** 2006 (3) LLN 761

In both the above cases it was held that the Labour courts shall not interfere with penalties in cases where Section 11 A is not applicable if the Inquiry is conducted in proper and fair manner and **the findings are on the basis of evidence**. In the case of **Workman of Firestone Tyre and Rubber Company of India P. Ltd. vs Management** 1973 (1) LLN 278, the Hon'ble Supreme Court clarified the eventualities under which Labour court can interfere with penalties even in cases where sect 11 A is not applicable. As pointed

out in earlier paras the facts and circumstances of the present case falls within the four corners of the above guidelines warranting interference with the findings of the Inquiry Officer and the penalty imposed by the Disciplinary authority.

Hence issue number -1 is answered in favour of the workman holding that the finding of the Inquiry Officer is perverse and is based on no evidence.

#### Issue number 2

In view of the finding in issue number 1, the order of the Disciplinary Authority imposing a punishment of withholding of 2 increments with cumulative effect is illegal and is required to be set aside

#### Issue number 3

In view of the findings in 1 and 2 above the workman is entitled all consequential benefits.

Hence an award is passed finding that the action of the Management of BPCL – Kochi Refinery, Ambalamugal, Kerala in imposing the punishment of withholding of 2 increments with cumulative effect vide order dated 29/06/2009 on Sri. Surendran Nair is not justified and is set aside and he is entitled for all consequential benefits.

The award will come into force one month after publication in the Official Gazette.

Dictated to the Assistant transcribed and typed by him and passed by me on this 7<sup>th</sup> day of May, 2019.

Sd/-

V.VIJAYA KUMAR, Presiding Officer

#### APPENDIX

Witness for the workman	- Nil
Witness for the Management	- MW 1 -08/11/2012 Sri. Tom.P.Roy
Exhibits for the union	-Nil
Exhibits for the Management	- M 1-Enquiry file.

नई दिल्ली, 16 मई, 2019

**का. आ. 858.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स न्यू मंगलोर पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलूर के पंचाट (संदर्भ संख्या 253/1997) प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[स. एल-45012/1/1991-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 858.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 253/1997) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s New Mangalore Port Trust and their workman, which was received by the Central Government on 14.05.2019.

[ No. L-45012/1/1991-IR(M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT  
BANGALORE****DATED : 03<sup>RD</sup> MAY 2019****PRESENT : Justice Smt. Rathnakala, Presiding Officer****C.R No. 253/1997****I Party**

The General Secretary,  
New Mangalore Port & Dock  
Workers Union, Market Building,  
Panambur,  
Mangalore – 575 010.

**II Party**

The Chairman,  
New Mangalore Port Trust,  
Panambur,  
Mangalore – 575 010.

Advocate for I Party :

Mr. D.R. Vishwanath Bhat

Advocate for II Party:

Mr. Ramesh Upadhyaya

**AWARD**

The Central Government vide Order No.L-45012/1/91-IR(Misc.) dated 16.07.1997 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

**“Whether the action of the management of New Mangalore Port Trust, Panambur, Mangalore in denying promotion to Shri Jagannath Shetty to the post of Assistant Painter is justified? If not, to what relief the workman is entitled?”**

1. Concerned workman is dead and his Legal Heirs are brought on record.

The claim was brought before this Tribunal in respect of the member of the New Mangalore Port Dock Workers Union, namely Sh. Jagannatha Shetty. He was removed from service by the 2<sup>nd</sup> Party i.e, the Management of New Mangalore Port Trust. The 2<sup>nd</sup> Party was reconstituted under Major Port Trust Act as New Mangalore Port Trust. The order of his termination dated 23.03.1976 was challenged before the Hon'ble High Court in W.P. No. 7135/1976, same came to be allowed vide order dated 19.08.1980. While quashing the termination order 2<sup>nd</sup> Party was directed to give all consequential benefits to the workman, liberty was given to the 2<sup>nd</sup> Party to hold a fresh enquiry. Consequently the workman was reinstated into service w.e.f 17.12.1980. Initially he was appointed as Mali cum Mazdoor on 15.12.1972; another Mazdoor namely Sh. Kunhi Kannan was also appointed to the same post w.e.f 23.03.1973. After reinstatement he was restored to his earlier position, in the same seniority. As he was entitled for continuity of service and consequential benefits, the Management paid him back wages for the period 08.12.1975 to 12.12.1982. They did not hold any more enquiry against him. Sh. Kunhi Kannan was re-designated as Helper (Painting) but the 1<sup>st</sup> Party was not re-designated to that Post. On 04.11.1983 he was treated as Helper (Painting) i.e. almost 3 years after treating Sh. Kunhi Kannan as Helper (Painting) who was much junior to the concerned 1<sup>st</sup> Party workman. During next promotion, instead of promoting by restoring his seniority, Sh. Kunhi Kannan was promoted as Assistant Painter w.e.f 08.01.1990. The 1<sup>st</sup> Party workman protested and brought this matter to the union, when the union took up the matter with the Management nothing materialised. Hence, the for promotion to the post of Assistant Painter with all consequential benefits etc.,

2. The claim is contested. It is stated by the 2<sup>nd</sup> Party that, the 1<sup>st</sup> Party workman was appointed as Helper (Painting) w.e.f 11.04.1983 on adhoc basis pending approval of the amendment to the Recruitment Rules. In the year 1991, he had completed 15 years of continuous service in the same grade and as per existing rules he was given promotion on personal basis w.e.f 16.04.1991 to the next higher pay scale, though there was no change in his designation; Post of Helper (Painting) was not a promotional post from that of Mali cum Mazdoor and that appointment of the said post of Helper/Painter is through direct recruitment of the eligible candidate, even from those belonging to other cadres such as Mali cum Mazdoor. Subsequently he was appointed as Helper (Painting) on adhoc basis w.e.f 11.04.1983 and was regularised with retrospective effect i.e. from 11.04.1983. As per order bearing No. 7/18/90/Adm.6, dated 22.12.1993, he was further promoted as Assistant Painter on regular basis w.e.f 05.11.1999. The seniority in the cadres of Mali cum Mazdoor is not the criteria for appointment to the post of Helper (Painting); it is only the seniority in the grade of

Helper/Painter and the 1<sup>st</sup> Party workman also secured his promotion on the basis of seniority in the grade of Helper (Painting).

3. On behalf of 2<sup>nd</sup> Party its Law Officer is examined and there is no rebuttal evidence, during pendency of the proceedings the 1<sup>st</sup> Party workman died and his Legal Representatives are on record.

4. MW-1 has produced its Recruitment Rules /Ex M-1, Ex M-2 is the order dated 22.12.1991 whereby Helper (Painting) including the 1<sup>st</sup> Party workman working on adhoc basis as Helper (Painting) on regular basis and they were brought into the pay scale in the order of seniority/merit, Ex M-3 is the order dated 04.11.1999 whereby the Helpers (Painting) including the 1<sup>st</sup> Party workman were promoted as Assistant Painter on personal basis on its pay scale. It is shown at Ex M-1 the appointment to the post of Helper (Painting) was by way of selection of Mali cum Mazdoor/ Safaiwal, the workers working on adhoc as Helper (Painting) and they are appointed to the said post temporarily.

5. It has come in the affidavit evidence of MW-1 that, there is nobody by name of Sh. Kunhi Kannan working in the cadre of Mali cum Mazdoor or Helper (Painting) or Assistant Painter under the 2<sup>nd</sup> Party. The 1<sup>st</sup> Party workman is given all eligible benefits and he voluntarily retired on 30.06.2001 by settling all his dues once for all. He has not challenged the orders at Ex M-2 and Ex M-3.

6. That being the factual position there is no existing Industrial Dispute as of now which needs to be resolved. Hence, the following

### AWARD

**The reference is rejected.**

(Dictated, corrected and signed by me on 03<sup>rd</sup> May, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का. आ. 859.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2, मुंबई के पंचाट (संदर्भ संख्या 6/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं.17011/5/2010-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May 2019

**S.O. 859.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 6/2011) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Life Insurance Corporation of India and their workman, which was received by the Central Government on 14.05.2019.

[No. L-17011/5/2010-IR(M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI**  
**PRESENT**

M. V. Deshpande  
Presiding Officer

**REFERENCE NO.CGIT-2/ 6 of 2011**

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF LIC OF INDIA**

The Zonal Manager,  
LIC of India, Western Zonal Office,  
'Yogakshema,'  
Jeevan Beema Marg,  
Mumbai – 400 021.

**AND**  
**THEIR WORKMEN**

The General Secretary,  
Vima Kamgar Sanghatana,  
Mumbai Divn. - IV,  
Gulastan Build., 2<sup>nd</sup> Floor,  
Maharshi Karve Road, Fort,  
Mumbai – 400 001.

**APPEARANCES:**

FOR THE EMPLOYER : Mr. M.V. Damle, Advocate  
FOR THE WORKMEN : Mr. C.S. Dalvi, Representative

**AWARD**

Mumbai, dated the 8<sup>th</sup> April, 2019

1.This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-17011/5/2010 – IR (M) dated 25.02.2011. The terms of reference given in the schedule are as follows :

“Whether the action of the management of Lice Insurance Corporation of India, Mumbai in not giving the arrear payment to the temporary / Badli employee employed by the LIC of India on their Muster Roll during the period 1.8.2002 to 31.7.2007, as per LIC Amendment Rules, 2005 (Wage Revision) is legal, just and proper ? To what relief the temporary / Badli employees concerned are entitled to ?”

2. After the receipt of the reference, both the parties were served with the notices. They appeared through their respective representatives.

3. The second party union has filed statement of claim Ex.5. According to the union, employees involved in this dispute are temporary employees. They have been appointed as per the instructions laid down in temporary employment instructions, 1993. These instructions are binding force.

4. According to them, union on behalf of badli / temporary employees wrote letters on 9.4.08 and 28.8.08 urging upon the first party to look into the matter and pay them arrears but first party has not replied to the letters. As such non-reply of the letters shows the attitude of the first party to pay the revised arrears of payment of wage revision towards badli / temporary workmen as per circular dt. 8.9.05. Having failed to get solution to those workmen, union moved conciliation officer by raising an industrial dispute on 18.9.08 and same ended in failure. Thus the union is asking for directing the first party to give wage arrears of badli / temporary employees who were on the roll of LIC of India from 1.8.02 to 31.7.07 under Zonal office building as per Central office circular dt. 8.9.05 along with interest and cost.

5. The first party management resisted the claim by filing written statement Ex.8 contending therein that the workmen in the present reference were not appointed by the first party under LIC of India (employment of temporary staff)



instructions. They were engaged by way of reference from the existing employees as casual labours / daily wages employees. They were not issued appointment letters showing the salary scale. The payment of daily wages to workmen was paid as per the instructions regarding minimum wages paid to the casual / daily wage labours from repairs & maintenance a/cs. of the first party.

6. It is then contention of the first party that LIC of India Staff Regulations were initially framed by the corporation with the approval of Central Govt. in exercise of the powers conferred by section 49 (2) of LIC Act, 1956. The LIC Act, 1956 was amended by amending act 1 of 1981. Section 48 of LIC Act, 1956 was amendment and clause (cc) was inserted in sub-section 2 of section 48. Similarly, sub section 2 (aa), 2 (bb) and 2 (c) were inserted. By virtue of these amendments LIC Staff Regulation, 1960, rules framed there under assume statutory character. The terms & conditions of services of class – III & class – IV employees of the first party was revised in the year 2005 vide LIC of India class – III & class – IV employees (revision terms & conditions of service) amendment rules 2005. Clause – 26 of the said rules read as follows:

“26. Temporary, Badli, etc. Employees

The revision does not apply to temporary, badli, etc. employees. However, where salary paid to temporary, badli, etc. employees is equal to the salary at the minimum of the scale of the post in which such appointment is made the difference may be paid on a request from such temporary / badli employees.

For removal of doubts, it is clarified that while determining the wages to be paid to the temporary employees the graduation increments and transport allowance shall not be taken into account.”

7. As such since the workmen in the present reference were not appointed by the first party under LIC of India employment and temporary staff instructions. They are not entitled to wage revision as per circular dt. 8.9.05 since clause 26 of the said circular is not applicable to the workmen in the present reference. The first party has sought the dismissal of the reference.

8. Following issues are framed at Ex.13. I reproduce the issues along with my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1	Whether the temporary / Badli employees of LIC of India are entitled to the arrears in payment for the period 1.8.2002 to 31.7.2007 as per the LIC Amendment Rules 2005 ?	No
2.	Whether the action of the management in not giving the arrears to these workmen for the above referred period is justified ?	Yes
3.	What relief the temporary / Badli employees concerned are entitled to?	No
4.	What Order ?	As per final order

## REASONS

### Issue No.1 & 2.

9. So far contentions go, it is the contention of the concerned workmen that they have been appointed as temporary employees as per the instructions laid down in temporary employment instructions, 1993. As per these instructions, panels of candidates selected for recruitment is to be provided. According to the recruitment instructions after offering the appointment to the candidates in these panels to the extent of vacancies which are available the remaining candidates can be considered for temporary employment as & when the need arises. So far temporary employment in the post of class – IV are concerned, as soon as panels for recruitment of staff on regular basis to the post of class – IV is prepared by the Divisional office after offering appointment to the candidates to the extent of vacancies which are available, the remaining panel may be engaged branch-wise and these lists may be sent to various branches under the control of Divisional office. The recruitment process is to be initiated as per temporary employment instructions, 1993 and procedure is to be followed for the appointment of such employees who are satisfying the eligibility criteria for recruitment of staff under the recruitment instructions through local employment exchange.

10. So now it is to be seen whether the concerned workmen have been appointed as per the instructions laid down in temporary employment instructions, 1993. In this respect one of the concerned workmen Mr. Anant Dhamaji Karge has admitted in his cross examination that he has not applied against any advertisement against recruitment. No salary slips were issued to him. Payment was made against vouchers. His glaring admission shows that the concerned workman have not come through employment exchange. It appears therefore that the appointment of the concerned workman was not as per the instructions laid down in temporary employment instructions, 1993.

11. Similarly, Ajay Patil the another workman has also admitted in his cross examination that his employment was not through employment exchange but some of the employees of LIC told him that LIC was recruiting employees and therefore he had been there. He also admits that no salary slip was issued to him and their pay was against monthly vouchers. Considering his evidence also it can be said that the concerned workmen were not appointed as per the instructions laid down in temporary employment instructions, 1993.

12. In this respect if we see the documents below Ex.14, it appears that the appointment letter was given to Umesh mentioning therein that he has been appointed as temporary / Badli workman for a particular period and on particular dates against temporary vacancy. The appointment order mentions about the dates on which he was asked to do the work for 8 hours a day. The temporary appointment order of Vilas shows that he was also appointed on temporary basis on particular dates from August '03 onwards as per the details given in the order. It clearly appears that they were paid wages on the basis of vouchers from the repairs & maintenance accounts of the first party. Obviously, it shows that the concerned workmen were not issued appointment letters showing the salary scale and their payment of daily wages was made as per instructions regarding minimum wages paid to the casual / daily wages labours from the repairs & maintenance accounts of the first party. The documents on record clearly show that the concerned workmen were not appointed under LIC of India employment of temporary staff instructions but they were appointed as casual labours.

13. Once we come to the conclusion that the concerned workmen were not appointed under LIC of India employment of temporary staff instructions then clause – 26 of the rules does not apply to the concerned workmen especially when clause – 28 of the rules which provides with the revision as per the terms & conditions of services of class – III and class – IV employees in the year 2005, does not apply to temporary / badli employees.

14. Precisely, the Learned Counsel for the first party submitted that so far as concerned workmen's claim is concerned, benefit of clause – 26 of revision of terms & conditions of service amendment rules 2005 are not applicable to the concerned workmen and they are not entitled to the claim payment of arrears of salary arising out of wage or otherwise.

15. Even then it is submitted on behalf of the concerned workmen that as per the order of Hon'ble H.C. in WP No. 760 / 2003, the concerned workmen shall be given preference if the first party have the work and intend the employ employees.

16. In my considered view the submission is not acceptable since in this reference the schedule refers to the action of management in not giving the arrears payment to the temporary / badli employees on their muster roll during the period from 1.8.02 to 31.7.05 as per LIC amendment rules. When it has been shown that the concerned workmen were not appointed as per the instructions laid down in temporary employment instructions, 1993 then claim as regards the arrear payment to them is not legal and proper. As such the action of the management in not giving arrear payment to them is legal and proper.

17. In view of this, I find that the concerned workmen are not entitled to arrear payment as per LIC Amendment Rules, 2005 and therefore the action of management in not giving arrears to them is justified. Above issues are therefore answered accordingly as indicated against each of them in terms of above observations.

#### **Issue No. 3 & 4.**

18. In view of my findings to the above issues, the concerned workmen are not entitled to any relief and hence the reference is liable to be rejected. Thus, the order.

### **ORDER**

**The reference is rejected with no order as to costs.**

Date: 08.04.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का. आ. 860.**—औद्योगिक विवाद अधिनियम 1947(1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स ऑयल एण्ड नेचुरल गैस कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं० 2, मुंबई के पंचाट (संदर्भ संख्या 14/2008) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं. एल-30011/70/2007-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 860.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 14/2008) of the Central Government Industrial Tribunal/Labour Court No. 2, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Oil and Natural Gas Corporation Limited and their workman, which was received by the Central Government on 14.05.2019.

[No. L-30011/70/2007-IR(M)]  
D.K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT**

M. V. Deshpande

Presiding Officer

**REFERENCE NO.CGIT-2/14 of 2008****EMPLOYERS IN RELATION TO THE MANAGEMENT OF O.N.G.C.**

The Dy. General Manager-IR,  
ONGC, NSE Bldg.,  
Kurla Bandra Complex,  
Bandra, Mumbai – 400 051.

**AND****THEIR WORKMEN**

The General Secretary,  
ONGC General Kamgar Sanghatana,  
Flat No. 102, I Floor, Acme Harmony-I,  
Poonam Nagar, Off: JVC Link Road,  
Jogeshwar [E], Mumbai – 400 102.

**APPEARANCES:**

FOR THE EMPLOYER : Mr. G. D. Talreja, Representative

FOR THE WORKMEN : Mr. Abhay Kulkarni, Advocate

Mumbai, dated the 9<sup>th</sup> April, 2019**AWARD**

1.T his is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-30011/70/2007 – IR (M) dated 06.02.2008. The terms of reference given in the schedule are as follows :

*“1. Whether the workmen (as per the List attached) are actually deprived of the entitled privileges and benefits, after having been in continuous service for the past 08 years & so ? If so, what privileges and to what other advantages can the services of workmen be altered ?*

**LIST OF GARDEN LABOURS, ONGC, URAN**

1.	Mr. Amit Arun Naik
2.	Mr. Sudhir Raghunath Naik
3.	Mrs. Manisha Govind Mali
4.	Mr. Prashant Kamlakar Patil
5.	Mrs. Yogita Yashwant Gharat
6.	Mr. Sachin Satyawar Mhatre

7.	Mr. Jitendra Sadanand Mhatre
8.	Mr. Shishir Prabhakar Mhatre
9.	Mr. Ashok Chandrakant Naik
10.	Mr. Jayesh Sashikant Padate
11.	Ms. Harshala Hareshwar Kathe
12.	Mr. Ranjan Shridhar Mali
13.	Mr. Santosh Vasant Gharat
14.	Mr. Mahendra Vasant Mhatre
15.	Mr. Nilesh Prabhakar Mhatre
16.	Mr. Nishant Shridhar Warik
17.	Mr. Mahesh Mahadev Mhatre
18.	Mr. Kalpesh Mahadev Mhatre
19.	Mr. Dattaram Pandurang Patil
20.	Mr. Balkrishna Tulshiram Mhatre
21.	Mr. Ashok Harishchandra Patil

2. After the receipt of the reference, both the parties were served with the notices.

3. Heard both the sides.

4. Union has filed application [Ex.25] that except one workman all other workmen have accepted the benefits of fair wage policies and hence their names are deleted from the reference. Only one workman whose name is not deleted from the reference is also not in employment of ONGC as a contract labour.

5. Hence infact all the workmen excepting one whose name is not in the employment of ONGC have accepted benefits of fair wage policies and hence their names have been deleted. In respect of one workman whose name is not deleted is also not in the employment of ONGC as a contract labour and hence in that circumstance Kamgar Union filed this application for disposing of the reference on the ground that the dispute does not survive in respect of workmen concerned in the reference.

6. First party ONGC has no objection for disposing of the reference.

7. Hence the reference is disposed of since no dispute survives in respect of concerned workmen in this reference. Hence Order.

### ORDER

**Reference is disposed of since no dispute survives in respect of concerned workmen in this reference.**

Date: 09.04.2019

M.V. DESHPANDE, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का. आ. 861.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 35/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं. एल-17012/16/2010-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 861.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 35/2011) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Life Insurance Corporation of India and their workman, which was received by the Central Government on 14.05.2019.

[No. L-17012/16/2010-IR(M)]  
D.K. HIMANSHU, Under Secy.

**ANNEXURE**  
**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**  
**NO. CGIT/LC/R/35/2011**

Shri Mukul Fanniz,  
S/o Shri K.D.Fanniz, Kile Andar,  
Mahavir Marg, Lahoti Bhawan,  
Vidisha(MP)

...Workman

**Versus**

Divisional Manager,  
LIC of India,  
Divisional Office, Jeewan Prakash,  
60-A, Arera Hills,  
Bhopal (MP)

...Management

**AWARD**

Passed on this 16<sup>th</sup> day of April 2019

1. As per letter dated 3-5-2011 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-17012/16/2010-IR(M). The dispute under reference relates to:

“Whether the action of the management of Divisional Manager, LIC of India, Bhopal in discontinuing job as Hammal in respect of Shri Mukul Fadniz w.e.f. 30-8-08 is justified? What relief, he is entitled to?”

2. After registering reference, notices were issued to the parties. Workman appeared and filed vakalatnama but he never filed any statement of claim and absented himself during course of the proceedings hence the reference was ordered to proceed exparte against workman.

3. The employer filed Written Statement of defence wherein it was pleaded that the alleged workman was never in engagement or employment of the employers in any capacity at any point of time. He was given some job/work on job rates and was paid according to approved rates in the year 1994, thereafter no job work was also allotted to him.

4. In the affidavit of management's witness, this pleading has been supported on oath which is unrebutted. Since the workman has failed to file Statement of claim inspite of particulars given, the reference is bound to be decided against the workman. Hence holding the action of management of Divisional Manager, LIC of India, Bhopal is discontinuing job of the workman as hammal w.e.f. 30-8-2008 is justified. The workman is held entitled to no relief. The reference is answered accordingly.

Dated: 16.4.2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 862.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 47/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं. एल-17012/29/2011-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 862.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 47/2012) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Life Insurance Corporation of India and their workman, which was received by the Central Government on 14.05.2019.

[No. L-17012/29/2011-IR(M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE  
BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR**

**NO. CGIT/LC/R/47/2012**

Shri Rekhram Rakeshiya,  
S/o Shri Sukhlal Rakeshiya,  
R/o Behind Janta Vyayan Shala,  
Katangi Road, Seoni,  
Seoni (MP)

...Workman

**Versus**

Branch Manager,  
LIC of India, G.N.Road,  
378, Branch Seoni,  
Distt. Seoni (MP)

...Management

**AWARD**

Passed on this 15<sup>th</sup> day of April 2019

1. As per letter dated 13-3-2012 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947, hereinafter referred by word 'Act' as per Notification No.L-17012/29/2011-IR(M). The dispute under reference relates to:

**“Whether the action of the management of Life Insurance Corporation of India, Branch Seoni in terminating the services of Shri Rekhram Rakeshiya w.e.f. 31-10-2007 is legal and justified? What relief the workman is entitled to?”**

2. In his statement of claim, workman has alleged that he was appointed as chowkidar/watchman in the branch office Seoni of the employers from 25-8-05 and continued in service. Thus attained the status of regularization as permanent employee in view of his standard standing orders. After discharging his services continuously for more than 2 years satisfactorily, his services were terminated by the employers without giving any reason and without conducting enquiry on 31-10-07. It is the case of the workman applicant that there was no misconduct alleged against him. No enquiry was conducted against him before termination. After his termination, he raised a dispute firstly with ALC, Chhindwara where he was advised to raise dispute with Central Government. Thereafter he raised a dispute before Conciliation Officer, RLC(C)Jabalpur on 28-8-2011. After failure of conciliation proceeding, the dispute was referred to this Court for adjudication. According to workman, he was not given any showcause notice, any retrenchment compensation before termination hence his termination was violative of Section 25-F of ID Act, hereinafter referred as word “Act” because he had completed more than 240 days of satisfactory and continuous service in the year preceding date of his termination. Also, it was alleged that after his termination, employers have engaged other persons which is violation of Article 14 & 16 of the constitution. Accordingly the workman has prayed for declaration of his termination illegal and his reinstatement with backwages and benefits.

3. Management has pleaded in their statement of defense that the workman was never appointed against any post of vacancy hence he was not an employee of the employers. His engagement was under a contract for which he was paid on monthly basis. Hence no question of termination of services or any enquiry to be conducted before his disengagement. Since he was working under contract which expired as soon as specific work was over hence there was no violation of Section 25-F of the Act in his disengagement. Accordingly it has been prayed that the reference be answered against the workman.

4. In evidence, the workman filed copy of application i.e. 31-8-09 filed before District Collector Seoni, payment vouchers and applications from 4-8-05 to 2-3-07 which are Exhibit W-1 to W-35 respectively because these papers were admitted by management. Workman did not examine himself on oath rather he absented himself. Management filed

affidavit of its witness Sanjeev Kumar Manager, Industrial Relations. Workman did not avail opportunity for cross-examination.

5. No document was filed by management. At stage of argument also, workman was not present. None appeared on his behalf for argument. Learned counsel for management was present. Her argument were heard. Written argument also have been filed by management.

6. After perusal of record, in the light of argument, following points arise for determination-

- (1) Whether the action of management of Life Insurance Corporation of India, Branch Seoni in terminating the services of Shri Rekhram Rakeshiya w.e.f. 31-10-2007 is legal and justified?
- (2) Whether the workman is entitled to any relief?

#### 7. Point for Determination No.1-

The pleadings of parties w.r.t. this point have been detailed earlier and reproducing them is not required. Admitted fact between the parties is that the workman was engaged for the period as stated by him. Parties defer on the point whether the workman was duly appointed or he was engaged under a contract. Workman has not examined himself nor has he examined any witness in support of his claim whereas the management's witness has stated that he was engaged time to time on contract basis whenever work was required. There are some documents filed by the workman which are Exhibit W-1 to W-35 which are admitted by management. These documents are payment vouchers from October 2005 to March 2007. Material vouchers are of the year receding his date of disengagement which is 31-10-2007. These vouchers are Exhibit W-30 dated 5-10-2006, W-31 dated 4-1-06, W-32 dated 2-12-2006, W-33 dated 4-1-07, W-34 date 3-2-07 & W-35 dated 2-3-07. According to these vouchers, there are payment of watchman/labor charge made to the workman. Section 25-F requires to be reproduced here which is as follows:-

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government 3[or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

Reading of this section makes it clear that to get benefit of this section workman should prove that he was in regular service/engagement for a period of 240 days in the year preceding the date of his disengagement. There is nothing on these vouchers or any of the vouchers to show that this payment was made for work of whole month or any specific number of days. Even if it be taken that these payment vouchers are payment of work of whole month, they do not prove continuous engagement of the workman for a period of 240 days preceding date of his disengagement. Since the fact that workman was in regular service/engagement of employers for a period of 240 days receding date of his termination/disengagement is not proved. **The disengagement without notice or compensation is held legal and justified.**

Point No.1 is answered accordingly.

#### 8. Point No. 2

In the light of finding w.r.t. Point No.1, the workman is held not entitled to any relief.

9. In the result, award is passed as under:-

- (1) The action of the management of Life Insurance Corporation of India, Branch Seoni in terminating the services of Shri Rekhram Rakeshiya w.e.f. 31-10-2007 is legal and justified.
- (2) The workman Shri Rekhram Rakeshiya is not entitled to any relief.

Dated: 15.4.2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 863.**—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स प्रिज्म सीमेंट लाइम स्टोन माइंस ऑफ प्रिज्म सीमेंट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 96/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुआ था।

[सं. एल-29012/16/2012-आईआर(एम)]

डी०के० हिमांशु, अवर सचिव

New Delhi, the 16<sup>th</sup> May, 2019

**S.O. 863.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 96/2012) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s Prism Cement Lime Stone Mines of Prism Cement Ltd. and their workman, which was received by the Central Government on 14.05.2019.

[No. L-29012/16/2012-IR(M)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

**NO. CGIT/LC/R/96/12**

Shri Santosh Kumar Pandey,  
C/o Shri Shyam Kushal Pandey,  
Mansa Telecommunication,  
State Bank Road,  
Ramanujgan, Distt. Ambikapur (CG)

...Workman

#### Versus

The Mines Manager,  
Prism Cement Lime Stone Mines of Prism Cement Ltd.,  
Village Manakahari,  
PO Bathia, Distt. Satna (MP)

...Management

#### AWARD

Passed on this 24<sup>th</sup> day of April, 2019

1. As per letter dated 30-8-2012 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-29012/16/2012-IR(M). The dispute under reference relates to:

**“Whether the action of the management of Mines Manager, Prism Cement Lime Stone Mines of M/S Prism Cement Limited, Mankahari, Satna in terminating the services of Shri Santosh Kumar Pandey, Ex-Mining Mate vide order dated 2-6-2011 is legal and justified?”**

2. In his statement of claim, it is case of workman that he was appointed as Assistant Mate with the employer company and was confirmed on this point on May 2009. He was issued chargesheet on 15-3-2011 alleging disobedience of order



issued by Manager. He submitted his reply denying the allegations. Vide order of management dated 30-3-2011, he was put under suspension and DE was instituted against him. He was issued notice of enquiry dated 8-4-2011. The enquiry concluded on 25-5-2011. Enquiry Officer held the charges levelled against workman proved and on the finding of enquiry, the disciplinary authority issued order of dismissal dated 2-6-2011. According to the workman, the enquiry proceedings and punishment is bad in law on following grounds mentioned in para-13 of the claim as follows-

- A. That the Enquiry Officer acted as prosecutor rather than a judge.
- B. That the Enquiry Officer conducted enquiry violating principles of natural justice.
- C. That the relevant documents were not supplied to the concerned workman which has caused great prejudice to him and on this count the enquiry is vitiated.
- D. That the findings of enquiry officer are perverse and contrary to records.
- E. That the disciplinary authority mechanically approved the findings of the enquiry officer and the order is totally baseless.
- F. That the findings of Enquiry Officer has passed the order with a pre-determined mind.

Accordingly the workman has prayed that the order of dismissal be set-aside and he be reinstated with all backwages and service benefit.

3. The employer management has denied the allegations and claim with regard to illegality of the enquiry on following ground-

- A. It is not admitted that the enquiry officer acted as prosecutor rather than a judge. The entire record of the enquiry is being submitted and the Hon'ble Court, after perusal of the enquiry record, would be satisfied that the enquiry officer has conducted the enquiry as per legal procedure.
- B. That the Enquiry Officer conducted the enquiry by following principles of natural justice and it is wrong to say that the enquiry officer conducted enquiry violating the principle of natural justice.
- C. That the relevant documents were supplied to the concerned workmen as such no prejudice has been caused to him and it is wrong to say that on this account the enquiry is vitiated.
- D. That the finding of the Enquiry Officer are neither perverse nor contrary to records.
- E. That the disciplinary authority, after applying his mind to the findings of the enquiry officer has approved the same therefore the order cannot be said to be baseless.
- F. That the finding of the enquiry officer has not passed the order with a predetermined mind. It is submitted that the enquiry report is based on the documents/evidence submitted by the parties during the enquiry proceeding.

4. Additionally it was pleaded that the Enquiry Officer was independent Advocate who conducted enquiry on principles of natural justice giving sufficient opportunity to the workman to defend himself. Workman was supplied the copies of documents and was given opportunity to cross examine management's witnesses, he did avail opportunity and cross examined the witnesses. Workman had obtained blasting helper training in limestone mines for 2 years. Thereafter he appeared in mining mate certificate examination which he cleared. He was further imparted refresher training as blaster helper. The worker was authorized as mining mate as per MMR 1961 under clause 2(6) and authorization was given to him. This fact was admitted by the workman during enquiry. The charge against the workman was that he was directed

for blasting work on 12-3-2011. He presented himself on the spot but did not work as per direction resulting the stoppage of blasting work and huge monetary loss to the company as well loss in production. Thus the workman disobeyed the orders of his superior and committed grave misconduct as per standing orders for which he was found guilty in enquiry. It is also submitted that the punishment of dismissal is also not disproportionate in the light of proved charges and doesnot warrant any interference. Accordingly it has been prayed that the reference be answered against the workman.

5. The workman filed documents ordersheets dated 11-4-2011, 23-4-2011, 27-4-2011, 29-4-2011, 2-5-2011, 16-5-2011, 11-5-2011, 25-5-2011, domestic enquiry dated 25-5-2011, standing order, appointment of enquiry officer dated 1-4-11, domestic enquiry dated 9-4-15, domestic enquiry proceeding dated 14-5-2011, DE notices dated 8-4-11, 30-3-11, chargesheet dated 18-3-11, explanation letter dated 23-3-11, letter dated 27-5-11, order dated 2-6-11, evidence during DE, documentary evidence by department & documents filed during DE. All admitted by management.

6. Following issues were framed by my learned predecessor on basis of pleadings vide his order dated 20-1-2015-

- (1) Whether the Departmental Enquiry conducted against workman is legal and proper?
- (2) Whether the misconduct alleged against workman is proved from evidence in Enquiry Proceedings?
- (3) Whether the punishment of dismissal imposed against workman is proper and legal?
- (4) If so, to what relief workman is entitled?

7. Issue No.1 was decided by my learned predecessor vide order dated 3-5-2017 holding the domestic enquiry against the workman legal and proper. This order is part of this award.

8. After finding on preliminary issue No.1, both the parties were given chance to adduce evidence on other issues. None of the parties preferred to adduce any evidence hence closing evidence, argument were heard by me. I have heard argument of the workman who was present before me in person and Mr. N.K.Mishra learned counsel for employers. Counsel for workman and management filed written argument also which is on record. I have gone through the written arguments.

9. Point for Determination No.2- The charge against the workman is that on 15-3-2011, he was directed by the Departmental Dy. Manager Shri Pankaj Kumar for doing blasting work which he disobeyed and refused to work. He did not present himself at work place though he was under obligation to do the blasting work and comply the directions of the departmental officer. Accordingly by disobeying the directions of superior officers, refusal of work and sitting idle at work place is misconduct as defined under Section 17.1. The relevant provisions of standing orders are as follows-

- (e) Drunkenness, riotous or disorderly behavior in the establishment or conduct endangering the life or safety of any person, intimidation, physical duress, or any act subversive of discipline whether along or in combination with others,
- (r) gross negligence in work or gross negligence resulting in loss to the company.
- (f) refusal to work on any other machine or in any other section or department,
- (y) Habitual absence without permission or leave from the appointed place of work.

Hence the charges are covered under the head "Grave misconduct" as mentioned in the rules referred to above. There is on record the statement of management witness Ashutosh Mishra recorded during the enquiry. He has proved the attendance of the workman on relevant dated 15-3-2011. Copy on record to show that the workman was present on that date. Another witness Anup Kumar Bannerjee Dy. General Manager has stated during the domestic enquiry, copy of his

statement is on file. His statement shows that workman is duly qualified for blasting work. This witness has proved the documents regarding his training and refresher training and has further stated that after retirement of Nathulal, Pankaj Kumar Blasting Incharge moved an application for one blaster in the mines which was forwarded by this witness to General Manager Mines and the workman Santosh Kumar Pandey was directed for blasting. This witness has proved the request letter and direction to the workman for blasting job, copy of documents on file. This witness has further proved the communication sent by Shri Arvind Dhakad to Shri Gopal Sharma, General Manager (Personal and IR) on 18-3-2011 wherein it was mentioned that the workman did not do blasting work inspite of being present at the site. This witness has further stated in his statement that prior authorization has already been given to the workman for blasting work vide memo dated 2-2-08, 3-11-09 & 28-1-2010. This statements along with the documents mentioned in the Enquiry Report on file establish the charges. Accordingly the charges against the workman levelled against him during the domestic enquiry are held proved. Issue No.2 is decided accordingly.

10. Point for Determination No.3- It has been submitted by the workman that the punishment is disproportionate to the charges proved. It has been submitted that before this alleged misconduct, the workman had discharged his duties with all sincerity and integrity and was never awarded in adverse remark or punishment during his whole tenure. The impugned dismissal order is on file, perusal of which shows that the Disciplinary Authority also perused the service record of the workman which is clean according to him and holding the charges proved as grievous misconduct defined in IE(SOs)Act as referred to above for which even extreme punishment of dismissal from service may also be awarded point arises is when there is nothing on record that before this Court to show that the workman was given any adverse remark or any punishment during the period prior to the charges levelled and keeping in view the fact that in the dismissal order passed by the Disciplinary Authority, there is a simple vague observation regarding uncleanliness of service record of the workman leads to the inference that the punishment awarded for one time misconduct is shockingly dis-appropriate to the charges requiring interference by this Court. Issue No.3 is answered accordingly.

11. Point for Determination No.4- In the light of finding that though the charge of grave misconduct are proved against the workman, but the punishment imposed is shockingly disproportionate, keeping in view the observations and finding made earlier, following punishment will meet the ends of justice in my view-

“ Setting aside the impugned order of dismissal dated 2-6-11, workman be reinstated with the punishment of holding of his 2 increments on 2-6-2011 with cumulative effect. Since there is nothing on record to show that the workman has been out of job from the date of his dismissal till date, he is held not entitled to backwages but entitled to other benefits like seniority etc.” Issue No.4 is answered accordingly.

12. In the result, award is passed as under:-

- (1) The action of the management of Mines Manager, Prism Cement Lime Stone Mines of M/S Prism Cement Limited, Mankahari, Satna in terminating the services of Shri Santosh Kumar Pandey, Ex-Mining Mate vide order dated 2-6-2011 is not justified.
- (2) Workman Shri Santosh Kumar Pandey is held entitled to be reinstated without backwages but with sincerity and other attendant benefits with punishment of withholding his two increments available to him on 2-6-2011 with cumulative effect.

Dated: 24.4.2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 864.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स बजाज एलियांज लाइफ इंश्योरेंस कंपनी लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 1/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुए थे।

[सं. एल-17012/23/2012-आई आर (एम),

डी. के. हिमांशु, अवर सचिव

New Delhi, the 16th May, 2019

**S.O. 864.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the employers in relation to The management of M/s Bajaj Allianz Life Insurance Co. Ltd. and their workmen which were received by the Central Government on 14.05.2019.

[No. L-17012/23/2012-IR (M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR****NO. CGIT/LC/R/1/2013**

Shri Prabhat Kumar Agrawal,  
S/o Shri Lalla Babu Agrawal,  
Res. At Near Chandni Talkies,  
Satna, Distt. Satna (MP)

... Workman

**Versus**

The Chief Executive Officer,  
Bajaj Allianz Insurance Company Ltd.,  
GE Plaza Airport Road, Yerawada,  
Pune- 411006.

The Dy.Manager,  
Bajaj Allianz Life Insurance Co.Ltd.,  
Tiwari Tower, above Axis Bank,  
Rewa Road, Satna (MP)

... Management

**AWARD****Passed on this 12<sup>th</sup> day of April 2019**

1. As per letter dated 7-12-12 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.'Act', 1947 as per Notification No.L-17012/23/2012-IR(M). The dispute under reference relates to:

**“Whether the ‘Act’ion of the management of Dy.Manager, Bajaj Allianz Life Insurance Company Ltd. Satna in terminating the services of Shri Prabhat Kumar Agrawal, Ex-Customer Support Executive w.e.f. 17-12-2011 is legal and justified? What relief the workman is entitled to?”**

2. According to statement of claim, workman was initially appointed on the post of customer support executive w.e.f. 30-9-08 on vacant post after following prescribed procedure and completed one year of satisfactory service therefore was confirmed on the said post vide order dated 26-9-09. He was not doing any supervisory or managerial work hence he comes under the definition of workman as defined under Section 2(s) of ID ‘Act’. He

continuously worked from 30-9-08 to 17-12-2011 during every period of 12 calendar months for more than 240 days but was terminated from service without assigning reason w.e.f. 17-12-2011 vide order dated 17-12-2011. No permission from Appropriate Government was also obtained by employers before terminating his services. The termination letter, with a cheque of one month salary was sent to him. He refused to receive or encash cheque but received the termination letter on 2-1-2012. The employers are industrial establishment within Section 25 of ID 'Act' and since his services were not terminated on ground of misconduct hence his termination is covered as retrenchment as defined under Section 2(oo) of the "Act" which was done by the employers without complying mandatory provisions of Section 25-F,M,G,H of ID 'Act' as well Rule 77 & 78 of ID(Central) Rules 1957. So many workmen junior to the applicant workman are still in employment of the management. It was further alleged that the termination of the workman amounts to victimization hence unfair labor pr' Act'ice and is illegal retrenchment. Workman is unemployed after his termination and could not get job despite best of his efforts. Accordingly, the workman has prayed setting aside of his termination and his reinstatement with back wages and benefits.

3. In their Written Statement of defense, employer management has pleaded that being Insurance company registered in Indian Company's 'Act', the employer company is not covered as 'industry' as defined under Section 2(j) of the 'Act' hence provisions of the 'Act' are not applicable in this case. It was admitted that workman was appointed as per terms and conditions mentioned in the appointment letter dated 30-9-08 issued by the employer company and accepted by the applicant workman. Hence, his appointment was under civil contract between the parties which is binding on both the parties. Applicant estopped from raising any dispute. It was also pleaded that as the nature of work assigned to the workman he was unable to fulfill the business targets of the company assigned to him and accepted by him. His work and conduct was found highly unsatisfactory as he had continuously failed to achieve the required business targets. In view of the said position, the company issued him performance review letter dated 5-5-2011 calling him to improve his performance but he did not improve his business performance hence another performance review letter dated 17-6-2011 was issued to him calling upon him to improve performance and achieve the business targets as achieved to him but still he did not improve himself and 3<sup>rd</sup> performance review letter dated 25-7-2011 was issued calling upon him to improve business performance and achieve targets. All these letters were received and acknowledged by the workman but he never improved his business performance and never achieved business targets assigned to him hence last and final performance review letter dated 9-9-2011 was issued directing him to improve his business performance and achieve business targets failing which company would initiate such action for consistent non-performance and non-achievement of targets. This letter was also received and acknowledged by the workman but still he did not improve his work and failed to achieve business targets hence left with no option, the employer company terminated his services vide letter dated 17-12-2011 in compliance with the provisions of law and contract of appointment with immediate effect by payment of one month salary towards notice pay which is Rs.10290 by cheque which was received by him on 15-12-2011 hence his services were terminated according to law and terms of his appointment. His case does not fall in the category of illegal termination and retrenchment. Accordingly, it has been pleaded that the reference be answered against the workman.
4. At evidence stage, the employer company filed appointment contract with salary slip which were admitted by the workman hence marked Exhibit M-1 and M-2 respectively. Employer company further filed copies of performance review letters which is not admitted by workman hence required to be proved but these documents were not proved by the company.
5. Workman has filed employment agreement, pay slip, confirmation letter, termination letter- all copies which are admitted by management, they are Exhibit W-1 to W-4 respectively. Workman examined himself on oath. Mr. Sanjay Dixit Regional Head of the employer company was also examined on oath by the management.
6. I have heard argument of learned counsel for both the sides and have perused the record. On perusal of record in the light of rival argument, following points arise for determination in the case-
  - (1) Whether the applicant is a workman under ID' Act'?
  - (2) Whether the action of the management of Dy.Manager, Bajaj Allianz Life Insurance Company Ltd. Satna in terminating the services of Shri Prabhat Kumar Agrawal, Ex-Customer Support Executive w.e.f. 17-12-2011 is legal and justified?
  - (3) Whether the workman is entitled to any relief?

## 7. Point for Determination No.1-

Before entering into any discussion, statutory provisions required to be referred as follows-

**Section 2(j) ) “INDUSTRY” MEANS ANY BUSINESS, TRADE, UNDERTAKING, MANUFACTURE OR CALLING OF EMPLOYERS AND INCLUDES ANY CALLING, SERVICE, EMPLOYMENT, HANDICRAFT, OR INDUSTRIAL OCCUPATION OR AVOCATION OF WORKMEN;**

### Section 2(k)-

(k) “**industrial dispute**” means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labor, of any person;

### Section 2(ka)-

1[(ka) “industrial establishment or undertaking” means an establishment or undertaking in which any industry is carried on: Provided that where several activities are carried on in an establishment or undertaking and only one or some of such activities is or are an industry or industries, then,- (a) if any unit of such establishment or undertaking carrying on any activity, being an industry, is severable from the other unit or units of such establishment or undertaking, such unit shall be deemed to be a separate industrial establishment or undertaking; (b) if the predominant activity or each of the predominant activities carried on in such establishment or undertaking or any unit thereof is an industry and the other activity or each of the other activities carried on in such establishment or undertaking or unit thereof is not severable from and is, for the purpose of carrying on, or aiding the carrying on of, such predominant activity or activities, the entire establishment or undertaking or, as the case may be, unit thereof shall be deemed to be an industrial establishment or undertaking;

### Section 2(s)-

“**workman**” means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this ‘Act’ in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person- (i) who is subject to the Air Force ‘Act’, 1950 (45 of 1950), or the Army ‘Act’, 1950 (46 of 1950), or the Navy ‘Act’, 1957 (62 of 1957); or (ii) who is employed in the police service or as an officer or other employee of a prison, or (iii) who is employed mainly in a managerial or administrative capacity, or (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]

### Section 2(A)-

**2A. Dismissal etc., of an individual workman to be deemed to be an industrial dispute.-** Where any employer discharges, dismisses, retrenches or otherwise terminates the services of an individual workman, any dispute or difference between that workman and his employer connected with, or arising out of, such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute notwithstanding that no other workman nor any union of workmen is a party to the dispute.

**Admitted between the parties is the fact that the employer company is an Insurance Company. The admitted pay slip Exhibit W-2/M-2 shows that the applicant was getting basic salary of Rs.3100 per month. Also, it is admitted that the applicant has not been working in a supervisory or managerial capacity hence it is established that the applicant is a workman as defined under Section 2(s)(iv) of ID ‘Act’.**

8. As regards the contention of employers that they are not industry as defined under Section 2(j) of the ‘Act’, this provision has been reproduced as above. Keeping in view the admitted fact that the employers are engaged in the activity of promotion of sales or business hence there is nothing on record to show that the employers are not an industry as defined under Section 2(j) of the ‘Act’. **Accordingly, it is held that the employers are ‘industry’ as defined under Section 2(j) of the ‘Act’ and the applicant is workman as defined in the ‘Act’.**
9. As regards the contention of the employers that the present dispute is not an industrial dispute. This is also unacceptable in the light of provision contained in Section 2(k) & 2(A) referred to above.

Point for determination No.1 is answered accordingly.

**10. Point for Determination No.2-**

As it has been held earlier that the applicant is a workman and employers are industry also that the present dispute regarding termination of services of applicant is an industrial dispute, now the question arises whether the termination of services of the workman can be classified as retrenchment as defined under Section 2(o) & 2(bb) of the 'Act'.

**11. Section 2(o) & 2(bb) of ID 'Act' are as follows-**

**Section 2(o)-** "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include- (a) voluntary retirement of the workman; or (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

**Section 2(bb)** termination of the service of the workman as a result of the on-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or] (c) termination of the service of a workman on the ground of continued ill-health;

In the case in hand, the services of the workman has been terminated. His services have not been terminated either on his retirement or non-renewal of contract of employment of continued ill-health hence termination of his services in the case in hand will come in the category of retrenchment as defined in the 'Act'. The principle of law laid down by Hon'ble Apex Court in the case **State Bank of India versus N.Sundaramoney-1976(1)SCC822**. Now it is established that the present dispute is an Industrial Dispute and termination of services of workman is retrenchment, it remains to be seen whether the termination has been done complying the related provisions as mentioned in the statute or not.

**12. As alleged by the workman, his termination is against the mandatory provisions of Section 25-G,H, Section 25-F,M& Rule 77 as well 78 of ID(Central) Rules 1957 hereinafter referred to as "Rules". These provisions are being reproduced as under:-**

**Section 25-F-**

**25F. Conditions precedent to retrenchment of workmen.-** No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay 2[for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette.

**Section 25-G-Procedure for retrenchment.-** Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.

**Section 25H. Re-employment of retrenched workmen.-** Where any workmen are retrenched and the employer proposes to take into his employ any persons, he shall, in such manner as may be prescribed, give an opportunity 2[to the retrenched workmen who are citizens of India to offer themselves for re-employment, and such retrenched workmen] who offer themselves for re-employment shall have preference over other persons.

**Section 25M. Prohibition of lay-off.-** (1) No workman (other than a badli workman or a casual workman) whose name is borne on the muster rolls of an industrial establishment to which this Chapter applies shall be laid-off by his employer except 3[with the prior permission of the appropriate Government or such authority as may be specified by that Government by notification in the Official Gazette (hereafter in this section referred to as the specified authority), obtained on an application made in this behalf, unless such lay-off is due to shortage of power or to natural calamity, and in the case of a mine, such lay-off is due also to fire, flood, excess of inflammable gas or explosion]. An application for permission under sub-section (1) shall be made by the

employer in the prescribed manner stating clearly the reasons for the intended lay-off and a copy of such application shall also be served simultaneously on the workmen concerned in the prescribed manner.

(3) Where the workmen (other than badli workmen or casual workmen) of an industrial establishment, being a mine, have been laid-off under sub-section (1) for reasons of fire, flood or excess of inflammable gas or explosion, the employer, in relation to such establishment, shall, within a period of thirty days from the date of commencement, of such lay-off, apply, in the prescribed manner, to the appropriate Government or the specified authority for permission to continue the lay-off. (4) Where an application for permission under sub-section (1) or sub-section (3) has been made, the appropriate Government or the specified authority, after making such enquiry as it thinks fit and after giving a reasonable opportunity of being heard to the employer, the workmen concerned and the persons interested in such lay-off, may, having regard to the genuineness and adequacy of the reasons for such lay-off, the interests of the workmen and all other relevant factors, by order and for reasons to be recorded in writing, grant or refuse to grant such permission and a copy of such order shall be communicated to the employer and the workmen. (5) Where an application for permission under sub-section (1) or sub-section (3) has been made and the appropriate Government or the specified authority does not communicate the order granting or refusing to grant permission to the employer within a period of sixty days from the date on which such application is made, the permission applied for shall be deemed to have been granted on the expiration of the said period of sixty days. (6) An order of the appropriate Government or the specified authority granting or refusing to grant permission shall, subject to the provisions of sub-section (7), be final and binding on all the parties concerned and shall remain in force for one year from the date of such order. (7) The appropriate Government or the specified authority may, either on its own motion or on the application made by the employer or any workman, review its order granting or refusing to grant permission under sub-section (4) or refer the matter or, as the case may be, cause it to be referred, to a Tribunal for adjudication: Provided that where a reference has been made to a Tribunal under this sub-section, it shall pass an award within a period of thirty days from the date of such reference. (8) Where no application for permission under sub-section (1) is made, or where no application for permission under sub-section (3) is made within the period specified therein, or where the permission for any lay-off has been refused, such lay-off shall be deemed to be illegal from the date on which the workmen had been laid-off and the workmen shall be entitled to all the benefits under any law for the time being in force as if they had not been laid-off. (9) Notwithstanding anything contained in the foregoing provisions of this section, the appropriate Government may, if it is satisfied that owing to such exceptional circumstances as accident in the establishment or death of the employer or the like, it is necessary so to do, by order, direct that the provisions of sub-section (1), or, as the case may be, sub-section (3) shall not apply in relation to such establishment for such period as may be specified in the order.] 1/(10) The provisions of Section 25-C (other than the second proviso thereto) shall apply to cases of lay-off referred to in this section.

**Rule-77. Maintenance of seniority list of workmen:-**The employer shall prepare a list of all workmen in the particular category from which retrenchment is contemplated to be arranged according to the seniority of their service in that category and cause a copy thereof to be pasted on a notice board in a conspicuous place in the premises of the industrial establishment at least seven days before the actual date of retrenchment.

**Rule-78. Re-employment of retrenched workmen:-**(1) At least ten days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the industrial establishment details of those vacancies and shall also give intimation of those vacancies by registered post to every one of all the retrenched workmen eligible to be considered therefor, to the address given by him at the time of retrenchment or at any time thereafter : Provided that where the number of such vacancies is less than the number of retrenched workmen, it shall be sufficient if intimation is given by the employer individually to the senior most retrenched workmen in the list referred to in rule 77 the number of such senior most workmen being double the number of such vacancies: Provided further that where the vacancy is of a duration of less than one month there shall be no obligation on the employer to send intimation of such vacancy to individual retrenched workmen:

1[Provided also that if a retrenched workman, without sufficient cause being shown in writing to the employer, does not offer himself for re-employment on the date or dates specified in the intimation sent to him by the employer under this sub-rule, the employer may not intimate to him the vacancies that may be filled on any subsequent occasion.] (2) Immediately after complying with the provisions of sub-rule (1), the employer shall also inform the trade unions connected with the industrial establishment, of the number of vacancies to be filled and names of the retrenched workmen to whom intimation has been sent under that sub-rule: Provided that the provisions of this sub-rule need not be complied with by the employer in any case where intimation is sent to every one of the workmen mentioned in the list prepared under rule 77.

13. According to the workman, he was first appointed on 30-9-08, was confirmed on 26-9-09 and was in continuous employment of his employers since the first date of his appointment till date of termination of his services which is 7-12-2012. These allegations have not been denied from the side of employers in their Written



Statement of defense rather it has been admitted by them. Hence, it is held proved that prior to his termination, workman had been in the service of the employer for a period of 240 days preceding the year of the date of his termination. This fact is further established on statement of the workman given before the Court. It is admitted between the parties that the appointment of the workman was regulated by an employment agreement filed from both the sides and admitted between the parties. According to this service agreement, 3 months in writing or basic salary of 3 months in lieu of notice will be given in case the workman is terminated from service. The relevant provision reads as follows:-

**After Confirmation-**

It is understood and agreed that this engagement may be terminated by either party by giving to the other at any time, notice in writing of three months. The termination shall take effect at the end of such notice period. Termination with immediate effect may be made by either party by paying to the other an amount equivalent to three months of basic salary in lieu of notice. In the event the termination with notice is at the instance of the employee the company at its sole discretion reserves the right to relieve the employee on any date during the notice period in full or part without paying any amount towards the balance notice waiving the notice period in full or part without paying any amount towards the balance notice period.

At the sole discretion of the company your services are liable to be terminated without any notice or salary in lieu thereof in the event of your involvement in any serious misconduct misdemeanor or any offence which may or may not be directly connected with the business of the company.

Upon the termination of your employment, you will return to the company all documents and any other articles and/ or copies thereof belonging to the company which may at the time be in your possession.

Admitted is the fact that workman was confirmed in service by the employers on 26-9-09 after successful completion of his probation. According to the employers, workman consistently failed in discharging of his duty with sincerity and responsibility and deliverables. His work was found highly unsatisfactory as he failed to achieve the required business targets in respect of which he was issued 3 performance review letters details mentioned in the judgment earlier and when he failed to improve his business performance and achieve business target consistently even after receipt and acknowledgment of performance review letters, his services were terminated. Workman has denied any such assessment or any such failure on his part to achieve the business target in his rejoinder. He further alleged that he was never issued any show cause notice or any performance review. Photocopy of this alleged performance review, though filed by management surprisingly have not been proved by its witness for the reasons best known to its employers. In such factual scenario, this Court is constrained to hold that the ground regarding termination of his services taken by the employers cannot be held proved only by a bare statement of the Manager who does not care to prove the performance review letters. It is not disputed that any notice before retrenchment was not issued to workman. **Accordingly, it is held that the termination of the present workman is against the provisions of ID 'Act' and is bad in law.**

Point for determination No. 2 is decided accordingly.

**14. Point for Determination No.3-**

In view of my finding in point No.1 & 2 and keeping in view that the date of termination is not very old and there is no evidence that the workman is in other engagement, ends of justice will meet if workman is reinstated to his post but without back wages.

Point for determination No. 2 is decided accordingly.

**15. In the result, award is passed as under:-**

- (1) The action of the management of Dy.Manager, Bajaj Allianz Life Insurance Company Ltd. Satna in terminating the services of Shri Prabhat Kumar Agrawal, Ex-Customer Support Executive w.e.f. 17-12-2011 is illegal and unjustified.
- (2) The management is directed to reinstate workman in service but without backwages.

Dated : 12.4.2019

P. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 865.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स आईबीपी के. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2, चंडीगढ़ के पंचाट (संदर्भ संख्या 1055/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14.05.2019 को प्राप्त हुए थे।

[सं. एल-30012/1/2003-आई आर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 16th May, 2019

**S.O. 865 .**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1055/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Chandigarh* now as shown in the Annexure, in the industrial dispute between the employers in relation to The management of M/s IBP Co. Limited and their workmen which were received by the Central Government on 14.05.2019.

[No. L-30012/1/2003-IR (M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE****IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II,  
CHANDIGARH.****Present:** Sh. A.K. Singh, Presiding Officer.

ID No.1055/2005

Registered on:-20.09.2005

Sh. Ashwani Kumar S/o Sh. Madan Gopal, H.No.144,

Near Model High School, Saingarh, Gurdaspur.

...Workman

**Versus**

The Regional Manager, IBP Co. Ltd., Chandigarh and another

...Management

**AWARD****Passed on:-07.05.2019**

Central Government vide Notification No. L-30012/1/2003-IR(M) Dated 24.04.2003, under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(hereinafter called the Act), has referred the following Industrial dispute for adjudication to this Tribunal:-

“Whether the action of the management of the IBP Co. Ltd., represented through the Regional Manager, IBP Co. Ltd., 1<sup>st</sup> floor, tel Bhavan, Plot No.6/a, Sector 19-B, Chandigarh in terminating the services of Sh. Ashwani Kumar S/o Sh. Madan Gopal without complying with the provisions of 25-F of the ID Act, in not regularising his services in terms of provisions of CL(R&A)Act, 1970, employed through a depot contractor viz. Sh. Joginder Singh, C/o M/s Shingari Filling Station, Pul Number-5, Sujampur, Pathankot, w.e.f, 01.04.2000 was just, fair and legal? If not, what relief he is entitled to and from which date?”

1. Both the parties were served with notices. The workman/claimant filed his statement of claim with the averment that he was appointed as a Clerk w.e.f. 01.04.1982 at IBP Company at Pathankot as Delivery Challan-cum-invoice receipt clerk. He has been allowed to continue work directly with the company upto 30.06.1993 thereafter the company with a clever mind in order to adopt the unfair labour practice introduced the alleged contractor M/s Shingari Filling Station, IBP dealer, Pathankot and allowed workman to continue the same work which he was working since 01.04.1981. The services of the workman abruptly terminated orally w.e.f. 01.04.2000 without any notice and charge sheet in violation of the principle of natural justice as well as the mandatory provisions of the Industrial Disputes Act, 1947, without giving any retrenchment compensation as well as wages in lieu of notice. He has completed more than 240 days of working in preceding 12 months from the date of termination of his services. The workman was not concerned with the alleged contractor M/s Shingari Filling Station, IBP dealer, Pathankot, in order to prove the assertion made by

the workman. He has submitted the documents regarding his service to the management as Delivery challan-cum-invoice Annexure-A, Sales Tax Registration Annexure-B, various collection accounts pay in slips, drafts etc. Annexure-C, statement showing the DCRs duly issued by the workman, Annexure-D Stock and Thruput Report Annexure-E, form IBP of different dates Annexure-F and other work performed during his tenure as Annexure-G, Annexure-H, Annexure-I, Annexure-J with the claim statement. It is submitted that the workman served the IBP company as Delivery Challan-cum-Invoice receipt clerk at Pathankot w.e.f. 01.04.1981 to 30.06.1993 for a long period of service and that too in a perennial nature of work. The workman/claimant in its original claim petition has also stated that his services were used by the said contractor from 01.07.1993 to 30.06.1995. It is therefore prayed that workman/claimant be reinstated with continuity of service by the respondent-management with continuity of service and all consequential benefits including regularization of service as he is till date gainfully unemployed.

2. Respondent-management has filed its written statement dated 16.11.2005 and subsequent written statement dated 28.02.2006, alleging therein that present reference is not maintainable being without jurisdiction and liable to be dismissed as the subject matter does not fall within the ambit of section 2-A of the Industrial Disputes Act, 1947. The petitioner/workman has never been appointed by the management of IBP Company Ltd. as a Clerk nor any appointment letter was issued to the petitioner by the answering respondent-management as such, there was no relationship of master and servant/employer and employee between the management of IBP Company and the petitioner. The petitioner vide its demand notice dated 10.06.2001(Annexure-1) has made the IBP Company Ltd., Indian Oil Corporation, Bharat Petroleum Corporation and Joginder Singh, Depot Contractor as parties and had categorically stated that he was appointed as a Clerk from 04.04.1981 under the respondent no.2 i.e. Indian Oil Corporation, Pathankot, through its Senior Depot Manager and the Bharat Petroleum Corporation. The workman has never stated that he is the employee of the answering respondent-management of IBP Company Ltd. In fact, there was no privity of contract in regard to any matter whatsoever between the claimant and the answering respondent-management. Admittedly, the claimant/petitioner has been appointed by the proprietor of M/s Shamghari Filling Station, IBP Dealer, G.T. Road, Sujampur, Pathankot, District Amritsar as respondent-management had entered into the agreement with M/s Shamghari Filling Station, IBP dealer, Pathankot, for collection of indents for the requirement of petroleum products from the dealers vide agreement dated 01.09.1993 filed as Annexure-2 with the written statement. The petitioner/claimant provided his services in lieu of that he had been paid by the contractor. Copy of another agreement dated 01.09.1998 for appointment of contractor has been enclosed as Annexure-3. The answering respondent has no administrative and supervisory control over the petitioner/claimant and was paid by the contractor. The present reference have to be dismissed as the petitioner has failed to implead the aforesaid contractor and petitioner has deliberately with ulterior motive has not made the contractor has party to the case. The stand taken by the petitioner before the Tribunal is against the facts alleged in demand notice placed before the Labour Commissioner-cum-Conciliation Officer, Jammu. Since the workman was not in the employment of the answering respondent therefore, the question of terminating his service has not arise and completion of 240 days does not arise as such there was no violation of any of the provisions of Industrial Disputes Act, 1947 by the respondent-management. It is also alleged that the contractor provided service which includes action of respondent-management for the requirement of petroleum products from the dealer and deposited such payments in the account of the answering respondent-management with Canara Bank after execution of the said indents and the contract received for onward submission to the office/officers of the answering respondent-management. In view of the position explained above, it is prayed that claimant/petitioner never worked with the aforesaid management from 04.04.1981 to 30.06.1996 as such, the petition is liable to be dismissed with exemplary cost.

3. In support of his claim, workman Ashwani Kumar has examined himself and filed his affidavit Ex.WW1 and has proved the documents placed on record along with claim statement Annexure A to Z and also relied on photocopy of the letter dated 08.06.2000. During the cross-examination, this witness has accepted that he was neither employed through Employment Exchange nor any letter was issued regarding his employment by the management. He has accepted in his cross-examination that he was engaged by the management-company. He has accepted the suggestion given by the management-counsel that he was engaged by the contractor Sh. Joginder Singh, Proprietor of M/s Shangari Filling Station, IBP dealer, since July 1993. He has also accepted that it is true that since July 1993, he was paid by M/s Shangari Filling Station as he was taking the work from him. This witness has further accepted that he has placed the record/documents pertaining to the year 1993 onwards. He has also admitted that it is true that the contractor had engaged him as a Clerk. This witness has further admitted that the contractor was getting work from him as per the contract he had entered with the management. This witness has accepted that he has mentioned in the affidavit that officer used to supervise his work. Thus, the cross-examination of this witness by the management-witness had demolished basic structure of the workman that he was engaged by the management IBP Ltd. since 04.04.1981 and rendered his services till 30.06.1993. Legally admission is the best evidence for any facts as is envisaged under Section 58 of the Evidence Act. Workman has also examined Sh. Paras Ram as his witness, who filed his affidavit Ex.A2 but his evidence does not serve useful purpose for workman as the facts alleged by him during the cross-examination is ample proof that he did not know about the relation of workman with the management as well as contractor. According to this witness, the workman was engaged by Joginder Singh contractor, Proprietor of M/s Shangari Filling Station, IBP dealer,

in 2001. According to this witness, the contract was entered with the contractor in the year 2000. This witness has narrated that the management IBP started keeping the employee in the year 2001. Thus, the evidence given by this witness is of no use.

4. Respondent-management IBP Company Ltd. has examined witness Sh. S.N. Shukla, Chief Manager(P&A)NR, Noida, UP who has submitted his affidavit Ex.M1 along with documents marked M-1 to M-3. This witness has stated that IBP company Ltd. have merged with Indian Oil Corporation in the year 2007 and workman was never worked with the management because he was the employee of the contractor M/s Shingari Filling Station, Pathankot. This witness has narrated that contractor Joginder Singh, proprietor of M/s Shingari Filling Station was terminated after the year 2000. This witness has accepted that he has no personal knowledge about the contract entered into between the management and contractor. This witness has accepted the copy of delivery challan-cum-invoice and stock challan filed by the workman. Thus, nothing material is brought on record by this witness regarding the relationship of workman with the management. Management has also examined Sh. Vishal, Manager(ER), Marketing Division Indian Oil Corporation Ltd. who has filed his affidavit Ex.R1 and Annexure R2. During the cross-examination, this witness has stated that workman used to work in the department on behalf of M/s Shangari Filling Station, IBP dealer. This witness has also alleged that he is not aware with the fact that IBP has entered into under the Contract Labour Act. R2 is a letter sent by the management IBP company Ltd. to M/s Shangari Filling Station, IBP dealer, regarding the terms and conditions of the agreement.

5. I have heard the oral arguments of Sh. S.S. Meelu, learned counsel of the workman as well as Sh. Paul S. Saini, learned counsel of the management and perused the file and written arguments filed by the parties counsels carefully.

6. Learned counsel of the workman has submitted that the workman has joined the respondent on 04.04.1981 as Delivery Challan-cum-Invoice receipt Clerk and served in that capacity till his retrenchment 01.04.2000. It is also submitted that subsequently claimant's name was transferred on the roll of alleged contractor of respondent-management M/s Shingari Filling Station, IBP Dealer, Pathankot from 01.07.1993. It is also contended that since induction as a Clerk w.e.f. 01.04.1981 the workman had rendered his services as Delivery challan-cum-invoice receipt clerk with the respondent-company. It is also submitted that work and duties given the same from the beginning to the retrenchment/verbal termination without giving any notice, any charge-sheet in utter violation of principle of natural justice as well as mandatory provisions of the Industrial Disputes Act, 1947. It is also submitted that the alleged contractor Joginder Singh, proprietor of M/s Shingari Filling Station, was not a licenced contractor as such, respondent-management who had also not taken licence for employment of labour through contractors had taken services against the provisions of the Contract Labour(Regulation & Abolition)Act 1970. Learned counsel of the workman has vehemently argued that service of the workman was taken in utter violation of the Contract Labour(Regulation & Abolition)Act 1970 and by legal implication, workman will be deemed to be re-employed by the respondent-management for all purposes. Learned counsel has argued that the documents filed by the workman are indicative of the fact that he served throughout his service directly under the supervision and control of the respondent-management company. Learned counsel has placed reliance to the case of The Secretary, Haryana State Electricity Board Vs. Suresh and other, AIR 1999 Supreme Court, 1160, Steel Authority of India Ltd.(supra), Kanpur Electricity Supply Company Ltd. vs. Shamin Mirza, reported as (2009) 1 SCC(L&S) 70 as well as judgment of the Hon'ble High Court in the case of M/s HMM Infra Limited and others vs. Presiding Officer, Labour Court, Ambala and other CWP No.25578 of 2013 decided on 24.12.2015 and Balwinder Singh, vs. Industrial Tribunal Patiala and others CWP No.1500 of 2014 decided on 07.04.2016.

7. Per contra, learned counsel of the management argued that claimant is neither workman nor appointed by the respondent-management for the work of Delivery challan-cum-invoice receipt clerk. It is also contended that there was no relationship of employer and employee between the workman and management as such, respondent-management has no liability towards the workman. It is also contended that being the employee of the contractor, if any liability occurs, it is between workman/claimant and contractor under whom he served during the employment period who has not been made party by the workman in spite of the name specifically mentioned in the reference itself. Learned counsel of the management has also submitted that workman has utterly failed to submit any documents before the contract entered into between the management and contractor Joginder Singh, proprietor of M/s Shingari Filling station, Pathankot.

8. The first contention regarding the claimant is that whether he comes within the definition of workman as is defined in Section 2(S) of the Industrial Disputes Act, 1947. I may mention that claimant was appointed as Delivery challan-cum-invoice receipt clerk as per his claim petition and affidavit submitted before the Tribunal. In plain words the claimant was performing his duties as labourer/unskilled worker. He was not in supervisory or administrative post requiring him to perform only administrative duties. While interpreting Section 2(S) Hon'ble Supreme Court in the case of Devinder Singh Vs. Municipal Council, Sanaur, AIR 2011 Supreme Court 2532, has observed as follows:-

*“The source of employment, the quantum of recruitment, the terms & conditions of employment/ contract of service, the quantum of wages/ pay and mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s) of the Act. The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.”*

Thus Hon'ble Supreme Court has clarified that the definition of workmen also does not make any distinction between full time or part time employee or a person appointed on contract basis. There is nothing in plain language of Section 2(S) from which it can be infer that only person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman. In view of the ratio of law enunciated in the above ruling, in my considered opinion the claimant herein admittedly falls within the definition of 'workman' under Section 2(S) of the Act.

9. The Hon'ble Supreme Court after analysing the catena of cases has laid down in **Balwant Raj Saluja Vs. Air India Limited in Civil Appeal No.10266 dated 25.08.2014**, two well recognised tests to find out whether the labours are the contract employees of the principal employer are:-

- 1) Whether the principal employer pays the salary instead of contractor and
- 2) Whether the principal employer controls and supervise the work of the employees?

The facts regarding the payment of salary by the management before the engagement of the contractor dated 01.07.1993 has not been stated in the claim petition of the workman. In fact, claim petition is totally silent regarding the payment of wages, salary, letter of appointment or anything likewise by the respondent-management from 01.04.1981 upto 30.06.1993. Similarly, workman Ashwani Kumar has not mentioned anything regarding the mode of payment of wages, salaries etc. in his affidavit. Thus, this basic feature for holding the relationship of employer and employee is totally lacking not in the pleading but also in the evidence submitted by the workman. In this connection, learned counsel for the workman has contended that payment of salary was subject to the control and supervision of the management and virtually it was paid by the management as is alleged by the witness Ashwani Kumar during the course of cross-examination by the management. I am not satisfied with the arguments of the learned counsel of the workman as nothing has been mentioned in pleading/claim petition as well as affidavit submitted by the witness in support of the claim petition. It is also pertinent to mention that nothing is on record in the form of documentary evidence that the workman was directly paid by the management except Annexure 1 dated 20.07.1984 and 11.02.2000 which relates to the expenses incurred by the workman amounting to Rs.500/- and salary of December, January 2000 amount Rs.4,000/- It is Annexure 1 dated 11.02.2000 which reveals that cheque was issued in favour of M/s Shingari Filling Station. Thus, it does not proved that workman was directly paid by the respondent-management. Similarly Annexure 1 dated 20.07.1984 amounting to Rs.500/- expenses which has been compensated by the respondent-management but on the basis of the sole document, it could not be inferred that it was the management who was directly paying the salary to the workman. Thus, on this issue, safely, it can be inferred that there is nothing on record to prove the factum of payment of salary by the management.

10. Secondly, so far as, the question of controls and supervision is concerned. Claimant has stated that he worked under the supervision of the official of the company namely S.P. Roy. The question remains to be seen whether the supervision of management amount effective control. The apex court in the case of **International Airport Authority of India vs. International Air Cargo Workers Union [209 (13) SCC374]** has held as follows:-

*“If the contract is for supply of labour, necessarily, the labour supplied by the contractor will work under the directions, supervision and control of the principal employer but that would not make the worker a direct employee of the principal employer, if the salary is paid by contractor, if the right to regulate employment is with the contractor, and the ultimate supervision and control lies with the contractor.*

*The principal employer only controls and directs the work to be done by a contract labour, when such labour is assigned/allotted/sent to him. But it is the contractor as employer, who chooses whether the worker is to be assigned/allotted to the principal employer or used otherwise. In short, worker being the employee of the contractor, the ultimate supervision and control lies with the contractor as he decides whether the employee will work and how long he will work and subject to what conditions. Only when the contractor assigns/sends the worker to work under the principal employer, the worker works under the supervision and control of the principal employer but that is secondary control. The primary control is with the contractor.”*

11. Thus, the principal enunciated by the Hon'ble Supreme Court clearly establishes that mere supervision of work is not sufficient to prove the relationship of employer and employee till it is proved that there was a complete control and supervision. The management control includes the authority of dismissal, taking of disciplinary action and continuity of service etc. Claim petition filed by the claimant is mum on this issue and the claimant has not mentioned any specific averments in his affidavit regarding the appointment, authority of dismissal or taking of disciplinary action by the management. There is nothing on record to prove that it is the management who grants his leave or has authority to take any disciplinary action. I am of the considered opinion, that mere saying of control and supervision by S.P. Roy, regarding the work as alleged by the claimant witness may not be called as effective and absolute control. Such control is being emphasised to control the work of the management for a specific work inefficient manner done by the management in the establishment.

12. Learned counsel of the workman while placing reliance on the documents submitted by the workman would contend that there are sufficient documentary evidence to prove that workman was directly employed by management in the year 1981. In this connection, learned counsel has drawn my attention towards carbon copies of current account pay slip dated 03.06.1992 and 04.06.1992 annexed as Ex.WW2/1 and WW2/2. Learned counsel of workman has argued that these two papers are related before the introduction of alleged contractor Sh. Joginder Singh. w.e.f. 01.07.1993. Undoubtedly, these two papers are related away back of the agreement entered into management & contractor. Contrary to this, learned counsel of management argued while drawing my attention towards original signature of workman on the slips by saying that workman has made his signatures subsequently as remaining all the figures and entries are in the carbon copy of original except the signature of the workman reflecting that signature is made subsequently. It is further contended that if these papers were prepared by the workman in original then his signatures should be on original pay slip instead of the carbon copy annexed as Ex.WW2/1 and WW2/2. Contention of the management counsel appears to be true as workman has failed to produce any single documents which have been prepared by him from the year 1981 upto 01.07.1993 i.e. the date of entry of contractor. Besides this, workman has filed more than thirty papers prepared after 01.07.1993 upto his termination/retrenchment. Learned counsel of the workman could not explain the position as to how workman could not file some documents prepared from the year 1981 upto 01.07.1993 while he was allegedly working with the management directly. I am of the considered opinion that if workman would have been directly employed before 1993 by the management then he should be in possession of several documents prior to 1993 as he is in possession of more than thirty documents after the year 1993. Thus, the contention of the learned counsel of workman counsel, in my considered opinion has no force.

13. Learned counsel of the workman placing reliance in the case of Umrala Gram Panchayat vs. The Secretary, Municipal Employees' Union & Ors., has submitted that the alleged contractor Joginder Singh, proprietor of M/s Shingari Filling Station has not valid licence to supply the labours/workers to the management and the management has got no licence to that effect also. It is not disputed that the workman was employed through M/s Shingari Filling Station since 01.07.1993. Question remains to be seen whether the alleged contractor Joginder Singh was a duly licenced contractor under the Contract Labour(Regulation and Abolition) Act, 1970. Respondent-management has not placed on record any document to prove that he was duly licend contractor to supply the workman/claimant as well as other workmen to the respondent-management. In fact, respondent-management has not filed even the copies of contracts/agreements entered into between the respondent-management w.e.f. 01.07.1993.. The documents filed by the respondent-management is in the form of letter addressed to the contractor Joginder Singh, proprietor of M/s Shingari Filling Station, mentioning the work assigned to the contractor and mods of its execution. Thus, evidence and arguments placed by the respondent-management is not supported by any documents relating to the agreement entered into between the respondent-management and the contractor. Legally speaking if there was no employment between the workman and the respondent-management and workman had been paid to work under premises of the contractor, it was the duty of the respondent-management to maintain the prescribed register and records pertaining to the contractor's labour as per provisions of Contract Labour(Regulation and Abolition) Act, 1970(in short CLRA). The management being the principal employer was legally **responsible for the liability** as envisaged under Section 29 of the Act and in terms of Rule 75 of the Rules framed thereunder. The management has not produced any record being maintained in case of management denying the relationship of employer and employee which could have been considered in the light of the documentary evidence as well no such record available for their consideration before the Tribunal. Thus, I accept, it clearly established by application of law relationship of employer and employee between the management and claimant/workman. I am not convince with the arguments advanced by the learned counsel of the management that number of workers were below 20 engaged by the aforesaid contractor under the aforesaid contract for the year 1995 to 2000. Therefore, there was no requirement under the Contract Labour(Regulation and Abolition) Act, 1970(in short CLRA) either for jurisdiction or for any licence by the aforesaid contractor. The arguments could not take the place of pleading or evidence as per established legal proposition. Hence, in the absence of pleading and evidence to that extent in written statement nullify the arguments advanced by the learned counsel of management.

14. Equally settled is the position of law that when relationship of employer-employee stands proved between the parties, even by legal implication then onus will shift upon the employer/management to show that the workman had not

worked for 240 days or more in a calendar year or that the services of the claimant was terminated in accordance with the provisions of the Act. It is a specific case of the workman/claimant that he was engaged as Delivery challanb-cum-invoice receipt clerk on 01.04.1981 and he worked as such till his termination on 01.04.2000 when his services were illegally terminated. It is not disputed that management has not issued any notice for his termination or in lieu of notice, one month salary was given to him prior to the termination of his services by the management. Learned counsel of the management contended that at the time of alleged termination, the workman was working under M/s Shingari Filling Station as such, management is not required to give any legal notice or compensation in lieu of one month notice, salary to the claimant/workman. To my mind, management ought to have examined the alleged contractor namely Joginder Singh for substantive piece of evidence whether alleged contractor has issued any notice or has conducted preliminary enquiry regarding the conduct and working of the claimant before his retrenchment or termination. It is observed that once the so called contractor was not a licenced contractor under the Act, the inevitable conclusion is that had to be reached was to the effect that so called contract system is a mere camouflage, smoke screen and disguised in exercise in almost a transparent veil which could be easily be pierced and the real contractual relationship between the principal employer on the one hand and the employees on the other could be clearly visualised. Similarly in the case of **Steel Authority of India Ltd.(supra) which is a decision by the Constitution Bench of the Supreme Court,** it has been held that on issuance of prohibition under the notification under Section 10(1) of the CLR Act which prohibits employment of contract labour if the contract is not found to be genuine but mere a camouflage so called contract labour will have to be treated as employees of the principal employer who shall be directed to regularize the services of the contract labour in the establishment concerned and if necessary be relaxing the condition.

15. Going through the above factual and legal scenario and on the strength of principal of preponderance of probability regarding the appreciation of evidence on record, I am of the opinion that workman has at least proved that he was working with the management since 01.07.1993 even on the role of contractor Joginder Singh, proprietor of M/s Shingari Filling station, under the contract which is not genuine but shame and camouflage just to avoid the liability of the management arising under the Industrial Disputes Act, 1947.

16. Coming to the case at hand, I am of the view that punishment of terminating service of Sh. Ashwani Kumar without complying with the provisions of Section 25-F of the Industrial Disputes Act, 1947, is a clear violation of law enumerated therein. Hence, unjust, unfair and illegal and workman is liable to be reinstated in the light of the judgment relied by the learned counsel of the workman namely **M/s HMM Infra Limited and others vs. Presiding Officer, Labour Court, Ambala and other CWP No.25578 of 2013 decided on 24.12.2015 and Balwinder Singh, vs. Industrial Tribunal Patiala and others CWP No.1500 of 2014 decided on 07.04.2016.** But, it is pertinent to mention that there is nothing on record to prove the date of birth of workman as he has not mentioned his age in claim petition as well as in his affidavit filed in evidence. Consequently, if it is presumed that he was employed in the year 1981 as is alleged in the claim petition by the workman himself at the age of 20-22 years then he will be at the age of 58-60 years at present, which is normally the age of superannuation in any establishment. In such circumstances, there cannot be any order or reinstatement in the light of the judgment(supra) relied by the workman-counsel and awarding of lump sum compensation which will be the end of justice. Considering the length of service of the workman/claimant with the establishment/contractor and his deprivation of the job over the years elsewhere in my considered view, lump sum amount of Rs.3,00,000/- would meet the ends of justice in lieu of reinstatement. In result, respondent-management is directed to pay Rs.3,00,000/- to the workman as compensation within 2 months from the notification of the award failing which the said amount is payable @ 8% per annum with liberty to recover the amount from the contractor i.e. M/s Shingari Filling Station. This award is accordingly passed.

17. The reference is answered accordingly. Let copy of the award be sent to the Central Government for publication as required under Section 17 of the Act.

A.K. SINGH, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 866.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स भारतीय विमानपत्तन प्राधिकरण के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 32/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2019 को प्राप्त हुए थे।

[सं. एल-11011/79/2004-आई आर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 16th May, 2019

**S.O. 866.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2005) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, New Delhi* now as shown in the Annexure, in the industrial dispute between the employers in relation to The management of M/s Airport Authority of India and their workmen which were received by the Central Government on 09.05.2019.

[No. L-11011/79/2004—IR (M)]

D.K. HIMANSHU, Under Secy.

#### ANNEXURE

#### CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI.

**Present:** Smt. Pranita Mohanty, Presiding Officer,  
C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

#### INDUSTRIAL DISPUTE CASE NO. 32/2005

#### Date of Passing Award- 25<sup>th</sup> March, 2019.

**Between:** The General Secretary, Workmen as represented by,  
Indian Airport Kamgar Union,  
WZ-216, Gali No. 16, Hastal Road,  
Uttam Nagar, New Delhi.

... Workmen

#### **Versus**

The Chairman,  
Airport Authority of India,  
Rajiv Gandhi Bhavan, Safdarjung Airport,  
New Delhi- 110037.

...Management

#### **Appearances:-**

Shri Satish Kumar Sharma,  
(Advocate)

For the Workman.

Shri Digvijay Rai,  
(Advocate)

For the Management.

#### AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of M/s Airport Authority of India, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L-11011/79/2004-IR(M) dated 13.04.2005 to this tribunal for adjudication to the following effect.

“Whether the Industrial Dispute raised by Indian Airport Kamgar Union against the management of Airport Authority of India over reinstatement/regularization of service of S/Sh. Manjit Singh and Rabindra Kumar Das Justified? If so, to what relief the concerned workman are entitled?”

Being noticed the claimants as well as the management filed their claim statement and written statement respectively. On behalf of the claimants it has been stated that having come to know about the vacant post of Junior Office Assistant in the Airport Authority of India both the workmen had submitted their application and bio-data. As per the recruitment and Promotion policy of corporate office in National Airport Division of the AAI, both the claimants/workmen submitted their application. Whereas the claimant/workman Rabindra Kumar Das employee of National Textile corporation (W.B.A.B and O) Orissa Cotton mills had applied through his previous management alongwith no objection certificate the claimant/workman Manjit Singh Had submitted his bio-data directly. Both the workmen were called for a skill test and interview by the management. Rabindra Kumar Das was appointed as Junior Office Assistant on 13<sup>th</sup> June 1995 and Manjit Singh was appointed as Junior Office Assistant on 27<sup>th</sup> June 1995 by the management of AAI as they satisfied all the requisite eligibility criteria for such appointment. Initially they were paid remuneration at par with the regular



employees of the management in the post of Junior Office Assistant. But during that period they were not paid Pro-rata ex-gratia/productivity linked incentive. Repeated request made by the workmen for their legitimate dues perhaps irritated the management. Suddenly the management without affording showcause, reduced the wage of the workman retrospectively from 1<sup>st</sup> September 1995 and this retrospective order was passed in February 1996. As an effect of this order the previous salary drawn by the workman which was equal to minimum of the time scale of Rs 950-1500+allowances drawn by their regular counter-parts in the category of Junior Office Assistant in AAI, was reduced to Rs 92/- per day. This was not even in the line of minimum wage prescribed by the government of NCT Delhi. Not only that the excess payment made between Sep 1995 to Feb 1996 were also recover at the rate of Rs 600/- per month from the salary paid in March 1996. Though the workmen were working for more than 5 days a week and the nature of their work was similar to the permanent counter-part, discrimination was caused in respect of their pay and allowances. The workmen thus, ventilated their grievance to the management through the Union i.e. Indian Airport Kamagar Union demanding equal pay and allowance with the permanent employees from the date of respective employment. They also demanded that having completed 90days service in AAI they are entitled to equal pay for equal work and for having worked for more than 240 days in a calendar year are also entitled to regularization of their services with the management. While the matter stood thus, the management in order to harass the workmen terminated the service of both the workmen w.e.f. 1.04.1997. Though the workmen had worked till 15.04.1997 no remuneration was paid to them for that period. From 16.04.1997 to 25.04.1997 though the workmen had reported for work, they were not taken to work by the management.

The other grievance of the workman is that by completing more than 240 days in a calendar year they were entitled to regularization of service. The management at the time of termination neither served termination notice nor paid the retrenchment compensation or one month salary in lieu of notice in gross violation of provision of section 25-F of the ID Act. The workmen then approached the Labour Commissioner where a conciliation proceeding was taken up. On failure of the conciliation proceeding the Appropriate Government made a reference to this tribunal for adjudication of this dispute.

The management in its written statement has taken a plea that (IAAI) International Airport Authority of India and National Airport Authority (NAI) were merged to form Airport Authority of India (AAI). For such merger an expert committee was constituted in June 1995. The purpose of the committee was specific and the time limit of the function of the committee was also specific. In order to render ministerial and logistic assistance to the committee, temporary appointment were made. In that process both the workmen were appointed as casual workers to work as junior office assistant on daily wage basis and the wage was paid to them under the minimum wages act 1948 as per the order of Government of NCT Delhi.

The expert committee submitted its final report on 31.03.1997 and on that day stood wound up. The service of the person appointed as casual workers for the committee including the present workmen also came to an end w.e.f. 31.03.1997 when the work of the committee was completed. Thus, all the persons appointed to work for the committees were paid their remuneration vide order No. A-12024/04/95-EH dated 25.04.1997. It has been admitted by the management that the workmen were paid wages as per the Minimum Wages Act from time to time. Initially they were paid remuneration in the time scale prescribed for the Junior Office Assistant of AAI. But the nature of work of the permanent employees was totally different from the present workmen. When this mistake surfaced steps were taken for recovery of the Excess payment and there after payment were made on daily wage basis. While denying the claim of the workman that they were appointed against regular vacancy, following due procedure and that person junior to the workmen were absorbed against regular vacancy the management has stated that the engagement of these workmen was co-terminus with the tenure of the expert committee. They being casual workers the provision of section 25-F need not be complied. It is also the stand taken by the management that the workmen were fixed term employees which was known to them and they cannot claim regularization in view of the pronouncement of the Hon'ble Supreme Court in the case of State of Karnataka vs. Uma devi.

On this rival pleading the following points emerge for adjudication.

1. Whether the workmen Rabindra Kumar Das and Manjit Singh were appointed against regular vacancies of the management.
2. If their services were terminated illegally by the management.
3. If the workman are entitled to reinstatement/regularization of service.
4. To what other relief the workman are entitled to.

The workmen examined Rabindra Kumar Das as WW1 and Manjit Singh as WW2. They also proved the documents in a series of WW1/1 to WW1/15 and WW2/1 to WW2/6 which include the applications submitted by the workman for their engagement, the bio-data, certificate of qualification and the absentee statement for drawal of monthly remuneration and the vouchers showing payment to the workman on monthly basis. On behalf of the workmen the General Secretary of the Indian Airport Kamgar Union has also been examined to prove the espousal. On the contrary the management examined its witness Shri Praveen Kumar the Assistant General Manager to rebut the Stand of the workman that they were

engaged against regular vacancies. By filing photocopies of the documents relied upon this witness proved the same in a series of MW1/1 to MW1/17.

At the outset of the argument the Ld. A/R for the workmen submitted that the workmen were made victims of unfair Labour practice. Though they were appointed against regular vacancies of Junior Office Assistant and initially salary was paid to them in the times scale pay of Junior Assistants of AAI, subsequently that was revised to daily wage and excess payment was recovered. Not only that their names were reflected in the Muster roll only for the 2 months i.e. March 1996 and June 1996. The other documents like Muster Roll have been withheld by the management though several applications were made for production of relevant documents. Not only that the management neither issued appointment letter nor the termination letter to the workman. Though they had worked continuously for a period of 90 days for the management and also 240 days of work in a calendar year making themselves eligible for regularization, the management ignored the same and terminated their services illegally.

In reply argument the Ld. A/R for the management submitted that the workmen were appointed for a fixed term as casual workers to assist the expert committee. The Tenure of their service was co terminus with the tenure of the expert committee. They being casual workers, there is no statutory obligation on the part of the management to follow the provision of section 25-F of the ID Act. He also argued that in view of the judgment pronounced by the Hon'ble Supreme court in the case of State of Karnatak vs. Uma devi, the present workmen cannot be absorbed against the permanent vacancy.

### FINDINGS

#### POINT NO. 1

Though both the workmen and the General Secretary of their association testified in the proceeding, no documentary evidence has been adduced to show that the workmen were appointed against the permanent and regular vacancy. Workmen Rabindra Kumar Das had admitted during cross examination that he came to know about the vacancy from the notice board of the AAI. He also admitted that during the relevant time the AAI has its own rules and regulations for recruitment of the base level post. Though the workman has stated that he was subjected to skill test and interview by the management, no evidence to that effect has been adduced. Similarly the workman Manjit Sing has stated that initially he submitted his bio-data and subsequently submitted his application. He is unable to produce personal copy of the application and bio-data received by the official of the AAI.

The management has admitted that these 2 workmen were engaged as casual workers to assist the expert committee and for the service rendered by them remuneration was paid. It is also admitted by the management that initially they were paid salary in the time scale of the Junior Assistant and such payment was made for the period from September 1995 to February 1996. When this came to the knowledge, from March 1996 to April 1997 that till the date of termination of their services, payment was made on daily wage basis as per the government Delhi notification according to minimum wages Act. This has been admitted by workmen Rabindra Kumar Das and Manjit Singh. Rabindra Kumar Das as WW1 has further admitted that he never made any representation when his remuneration was reduced from time scale to daily wage. This implies that the workman had sufficient knowledge about his casual employment on daily wage basis. The workmen had further admitted that in the expert committee they were working alongwith regular employees. But they never demanded the benefits what those regular employees were getting at that time. On the other hand the witness examined on behalf of the management stated that to facilitate merger of IAAI and NAI to form AAI the expert committee was constituted and some extra hands were recruited on casual basis to assist the committee. The witness also stated that at different point of time the workers union demanded regularization of casual workers but that was not considered by the management. He strongly denied during examination that these workmen were not engaged against regular post and their engagement being temporary for a fixed term, came to an end when the expert committee wound up its assignment. While denying the alleged unfair labour practice in payment of minimum wage, this witness stated that the workmen were never discriminated in respect of the wage. This witness Shri Praveen Kumar examined on behalf of the management was cross examined at length but nothing substantial was elicited to conclude that the present workmen were appointed against regular vacancies. In absence of documentary evidence the oral testimony of the witnesses in this regard cannot be accepted as convincing evidence. Hence it is held that the workmen were appointed for a fixed term as casual workers to assist the expert committee and their engagement came to an end when the committee wound up its assignment on 31.03.1997. The evidence of the management witness also shows that all the remuneration due to the workman were paid to them vide letter dated 27.05.1997 marked as N. Hence, this tribunal has no hesitation to conclude that on termination of the employment of the workmen, all the dues payable to them were released. It is also held that the workmen were appointed against the casual vacancies for a specific purpose and time. This point is accordingly answered in favour of the management.

#### POINT NO. 2

In the pleading the workmen have stated that all of a sudden on 16.04.1997 their service was terminated by the management and at the time of termination no notice of termination, notice pay, or termination compensation, were paid

which violates the mandatory provision of section 25-F of the ID Act. In reply the management has stated that the workmen being casual employee there is no need for compliance of section 25-F. However, it has been stated that all the dues and wages payable to them were cleared. Thus, it is admitted by the management that no termination notice, notice pay etc were paid to the workmen. The Ld. A/R for the workmen by placing reliance in the case of **Delhi Cantonment Board vs. CGIT & Others reported in 129(2006)DLT 610** submitted that section 10 and 25-F are to be complied in case of termination, whatever the category or the name given to the workmen. The Ld. Counsel for the management counter argued that the judgment referred supra was in respect of probationers whose service was temporary and does not apply to casual workers.

Schedule 1 of the Industrial employment central rule 1946(Model Standing Order) defines different categories of the workmen which distinguishes a casual workmen whose employment is of casual nature from a probationer appointed provisionally against permanent vacancy. In the case of Delhi Cantonment Board referred Supra Hon'ble High Court of Delhi while observing that there is no distinction between permanent employees and a temporary employees as probationers further came to hold that section 25-F is required to be followed. Any violation of section 25-F will have the effect of holding the termination illegal. The Hon'ble Court also held that the workmen though appointed temporarily had completed 240 days of work in the preceding calendar year, their termination for none compliance of section 25-F is illegal. The facts of that case is distinguishable from the case in hand as the present workmen were appointed as casual worker for a time bound project and their employment ended on completion of the project. Hence it is held that section 25-F was not required to be complied by the management as claimed by the workmen.

The other stand taken by the workmen is that they had completed 240 days of work in the preceding calendar year and thus, had acquired the status of permanent employees. Their termination is thus, illegal. The management has disputed that the workmen had worked continuously for a period of 240 days in a preceding calendar year of their termination. During cross-examination attention of WW2 was drawn to his wage payment voucher, were he admitted that for the period December 1996 January 1997 and March 1997 he had worked for some extra days and proportionate wage was paid to him. But for the remaining months he had not worked for more than 21 days in a month. The same was the statement of witness Rabindra Kumar Das elicited during cross examination. The burden of proving 240 days work in a calendar year being on the workmen, in this case they have miserably failed to discharge the said burden. Thus, the stand taken by the workmen that having worked for more than 240 days in a calendar year their termination was illegal is held devoid of merit. This point is accordingly answered.

### POINT NO. 3

The Ld. A/R for the workmen argued much on the legal rights of the workmen to be absorbed permanently with the management. He submitted that the post of junior office Assistant is permanent in nature and management has recruited persons every year to fill up those posts. There is also a departmental circular for filling of the base level post of junior office assistant from among the person working in public sector undertaking with 10 year experience and by direct recruitment of graduate. Workman Rabindra Kumar Das had offered his candidature with 10 year experience from a public sector and Manjit singh being a graduate had applied for the post. They were selected through Skill Test and interview. Thus, their appointment cannot be held as through back door.

The Ld. Counsel for the management raised serious objection about the eligibility of these workmen. He questioned the eligibility of these workmen who were a fixed term casual employees never appointed against regular vacancies. He also raised objection regarding their selection and appointment procedure. During course of argument he also drew the attention of the tribunal to the fact that one of the casual workers standing in the same footing of the workmen was reemployed against another casual vacancy and she had filed a writ before the Hon'ble High Court of Delhi for his regular absorption but the Hon'ble High Court refused the claim. To support his contention he has relied upon the case of **Pinaki Chatterjee and Others vs. Union of India and Others reported in (2009)5 SCC193** and submitted that the Hon'ble Supreme Court in the judgment referred supra have discussed the principle decided in the case of **State of Karnatak vs. Uma Devi** and held that when engagement was made for any casual work under the project the same does not amount to regular recruitment. The posts held by such recruitees being purely casual and not against any cadre post and they having not been appointed following the recruitment rules of the department cannot claim regularization.

In the instance case both the workmen while testifying as witnesses have admitted that at the time of their initial engagement they were never informed that the appointment is against permanent vacancy. They have also admitted that after being paid on the time scale of junior office assistant for few months their remuneration was change to daily wage. They have also admitted that from the beginning they had ample knowledge about their engagement for a temporary period on casual basis. Not only that though the workmen are clamming about their selection through a skill test and interview, there is no document to support the said plea. On the contrary they have admitted that AAI has its own Rules for recruitment to base level post and they were not selected through the said procedure. Hence while following the principle decided by the Hon'ble Supreme Court in the case of **Uma devi and Pinaki Chatterjee** referred supra, this tribunal is of the opinion that the workmen having not been recruited through the procedure of recruitment and since

appointed for a time bound project cannot be equated with temporary workers to be made permanent on availability of vacancy in regular cadre. Hence it is held that workmen are not entitled to reinstatement/regularization of service.

**POINT NO. 4**

It is evident on record that the workmen were paid all their dues at the time of termination and letter to that effect was issued to them on 25.04.1997. Hence, it is held that the workmen are not entitled to the claim as advanced in the claim petition. Hence, ordered.

**ORDER**

The claim be and the same is dismissed as without merit and the reference is accordingly answered. Copy be supplied to the parties and the record be consigned in the record room.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 867.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मेसर्स अजय इंटरप्राइजेज, कॉन्ट्रक्टर ऑफ आईजीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 02, नई दिल्ली के पंचाट (संदर्भ संख्या 04/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 10.05.2019 को प्राप्त हुए थे।

[सं. एल-30012/28/2008-आई आर (एम)]

डी. के. हिमांशु, अवर सचिव

New Delhi, the 16th May, 2019

**S.O. 867.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 04/2009) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2, New Delhi* now as shown in the Annexure, in the industrial dispute between the employers in relation to The management of M/s Ajay Enterprises, Contractor of IGL and their workman which were received by the Central Government on 10.05.2019.

[No. L-30012/28/2008-IR (M)]

D.K. HIMANSHU, Under Secy.

**ANNEXURE**

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI**

**Present:** Smt. Pranita Mohanty, Presiding Officer,  
C.G.I.T.-Cum-Labour  
Court-II, New Delhi.

**INDUSTRIAL DISPUTE CASE NO. 04/2009**

**Date of Passing Award- 26<sup>th</sup> March, 2019.**

Between: Shri Pawan Kumar, C/o IGL (CNG)  
Shramik Sangh, 118,  
Kishan Ganj Mkt.  
Old Rohtak Road.  
New Delhi-110007.

... Workman

**Versus**

1. The Manager,  
IGL, IGL Bhawan,  
Plot No. 4, Community Centre, Sector-9,  
R.K. Puram.  
New Delhi- 110066.

2. M/s Ajay Enterprises,  
533, Air Force Naval Ent. Society,  
CGHS Ltd., Plot No. 11, Sec-7,  
Dwarka, New Delhi.

...Managements

#### Appearances:-

Shri J.R. Maurya,  
(Advocate)

For the Workman.

Shri Anurag Ranjan,  
(Advocate)

For the Management.

#### AWARD

The Government of India in Ministry of Labour & Employment has referred the present dispute existing between employer i.e. the management of IGL, IGL Bhawan, and its workman/claimant herein, under clause (d) of sub section (1) and sub section (2A) of section 10 of the Industrial Dispute Act 1947 vide letter No. L- 30012/28/2008-IR(M) dated 29.01.2009 to this tribunal for adjudication to the following effect.

“Whether the action of management of M/s Ajay Enterprises, a contractor of IGL, New Delhi in terminating the services of Shri Pawan Kumar Saini w.e.f. 05/02/2007 is just and legal? To what relief the workman is entitled and from which date?”

Being noticed all the parties appeared. Through their respective A/R

The averment of the workman as per the claim statement is that on 14.01.2006 he was appointed as a technician for IGL, but it is not known how his service was connected with management No.2 i.e. M/s Ajay Enterprises New Delhi. He was posted at Okhla Mor CNG station and getting a monthly salary of Rs. 4931/-. During the tenure of his service he had never given opportunity to his employer of complaint. The management No. 1 and 2 were not providing the legal entitlements to its workers and as such the workman on behalf of himself and others was often raising objection and demanding issue of appointment letter payment of leave salary overtime allowance, ESI and PF Facilities etc. On the allegation of the workman some action were taken by the ESI and PF authorities against the management. Being aggrieved and with an intention of taking revenge on 05.02.2007 his service was terminated illegally. Before such termination no Domestic Inquiry was conducted nor any termination notice, retrenchment compensation was paid to him. With such assertion the workman has stated that his termination from service by the management i.e. Ajay enterprise is illegal and he being an employee of IGL is entitled to reinstatement to service with all service benefits and back wages.

Being noticed the management No. 1 IGL and management No. 2 Ajay Enterprises entered appearance on 24.08.2009 and took several adjournments for filling of Written Statement. At that juncture the management No. 1 filed the Written Statement denying employer employee relationship between the workman and management No. 1. Added to that management No. 1 filed a petition under O1R10 of the CPC praying deletion of its name from the proceeding since Appropriate Government forwarded the reference for adjudication of the dispute between the workman and management No. 2. However that petition is pending for consideration.

The management No. 1 in the Ws denied its relationship with the workman and thereby denied its liability to comply the demand of the workman.

Management No. 2 filed a separate Written Statement refuting all the allegation leveled by the workman. The specific stand of the management No. 2 is that he is a contractor having a proper license from the government under the Contract Labour (Regulation and Abolition Act)1970 and engaged in providing manpower. It had a contract with IGL the principal employer for providing manpower to, its different Gas Station. Contract of the management no. 2 with management No. 1 is effective since 2006. This workman was engaged in service in February 2006 as a technician and posted in the Gas Station at Okhla Mor. He was an adamant person and in the habit of disobeying the instruction of the superiors. On several occasions he was warned for such misconduct but no fruitful result was obtained. One day he unauthorizedly took Rs. 4000/- from the sale proceed and the matter being reported by other employees a showcause notice was issued. He did not receive the showcause notice but made be fund of the money. He was thus, placed under suspension. But the workman refused to accept the suspension order. On the contrary he made several correspondence with the Managing direction of IGL making false and frivolous allegation. On an inquiry, those were found to be false and another showcasue notice was issued to him. This management has also challenged the authority of the Union representing the workman and also challenged the proceeding for want of valid demand notice prior to raising the dispute. It is the further stand of the management No. 2 that for the misconduct of the claimant which was duly prove the management removed him from the service and at that the time of such removal, due procedure was adopted. The management has also claimed that during the inquiry proper opportunity was given to the workman to defend himself

and the provision of section 25-F were never violated. With such assertion, the management has pleaded for dismissal of the reference.

The workman filed rejoinder against the Written Statement of the management No. 2 where in he stated that the management No. 2 has no locus standee to remove him from service as he was an employee of IGL. Moreover the contract between management No. 1 and 2 was sham and camouflage.

On this rival pleading following issues were framed for adjudication.

1. Whether the action of the management of M/s Ajay Enterprises, a contractor of IGL, New Delhi in terminating the services of Sh. Pawan Kumar Saini W.e.f. 05.02.2007 is just and legal? If so its effect?
2. To what relief the workman is entitled to and from which date?

During the hearing the workman testified as WW1 and proved certain documents which were marked as WW1/1 to WW1/7. These documents include the Id card issued to the workman by M/s Ajay enterprises the Showcause notice, the letter of termination the ESI Card, bank Passbook etc. the workman has also filed the reply submitted by him to the showcause notice and the postal receipts etc marked on its behalf. With these documents the workman has stated that he had never misconducted himself during the tenure of his employment. There was no proper domestic inquiry and thus the termination is illegal.

The statement given by the workman during this proceeding was not subjected to cross-examination since the management did not turn up to do so. On a later date though an application was filed by the management No. 2 for cross-examination of the workman the same was refused and management was called upon to adduce evidence. But the management did not adduce any evidence.

The evidence both oral and documentary adduced by the workman remained uncontroverted during the proceeding.

### FINDINGS

#### ISSUE No.1

From the very beginning the workman has asserted that he was employed by management No. 1 and with some mischievous intention management no.1 had placed his service under the disposal of management No. 2. Hence, the management No. 2 has no authority to terminate his service. In the Written Statement, the management No. 1 has denied the stand and management No. 2 has admitted the workman to be his employee. A document has been filed which shows the correspondence between the workman and the management No. 2 where in on receipt of the showcause notice the workman has submitted his reply to management No. 2. The documents has been marked as C and D for identification. Nowhere in the recital of the documents the workman had ever disputed the authority of management No. 2 for issue of showcause notice. He has simply denied the allegation made in the showcause notice. Apart from this no other document has been produced by the workman to prove that he was an employee of management No. 1. Thus from the totality of the evidence it has been proved that the workman was the employee of the management No. 2 and the management No. 2 has terminated the service of the workman w.e.f. 05.02.2007.

Now the other aspect which needs adjudication is about the legality and correctness of the termination order. The workman has alleged that the provision of section 25-F was not complied nor any domestic inquiry was conducted against him. In reply the management No. 2 has stated that section 25-F of ID Act was complied properly and domestic inquiry was conducted properly too. It would be profitable to refer to the provisions of section 25-F of the ID Act which precisely speaks that no workman employed in an industry, who has been in continuous service for not less than 1 years under the employer shall be retrenched, until the workman has been given one month notice in writing or has been paid retrenchment compensation. In this case though the management has taken a plea about the compliance of the provisions of section 25-F of the ID Act no evidence in this regard has been adduced. Rather the pleading of the management No. 2 clearly suggest that no termination notice, retrenchment compensation was paid to the workman.

Though the workman as well as the management no. 2 have admitted that on 2 occasions showcause notices were served on the workman, it is the stand of the management no.2 that the workman had refused to receive the same. But the workman has pleaded that the notices were received by him and he also gave reply to the same. On behalf of the workman the copy of the reply and the postal receipts showing dispatch of the same have been filed. This leads to a conclusion that at some point of time for the alleged misconduct by the workman he was served with showcause notice and he replied the same by denying the allegation. But the management thereafter instead of conducting a domestic inquiry on the allegation, unilaterally took a decision and terminated the service of the workman w.e.f. 05.02.2007 which is illegal and improper. It is thus, held that for non compliance of the provisions of section 25-F of the ID Act and for not conducting domestic inquiry on receipt of the reply of the workman on the showcause, the order of termination has become illegal and not sustainable in the eye of law. This issue is accordingly answered in favour of the workman. Now it is to be considered what relief the workman is entitled to for the illegal termination of his service.

In the case of Jasmer Singh vs. State of Haryana reported in 2015(1) SCALE360 the Hon'ble apex court have held that when neither notice nor notice pay was served and retrenchment compensation was not paid and it is found that the workman had worked for 240 days in the preceding calendar year of the retrenchment date, the order of termination is void ab-initio and he is entitled to reinstatement with continuity of service and full back wages. In another case i.e. Director Fisheries Terminal Division vs. Bhikubhai Meghajibhai Chavda reported in( 2010) ILLJ 3 SC the Hon'ble Apex court have further held that non compliance of the conditions specified in section 25-F of the ID Act and when the workman had worked for 240 days in a calendar year, the purported order of retrenchment is illegal.

Thus in this case the workman while discharging his burden of proving 240 days of work has stated that he was a permanent employee appointed on 14.01.2006 and had worked continuously till the date of his termination i.e. 05.02.2007 and thereby completed work for more than 240 days in the preceding calendar year. Thus, on analysis of law stated above and the evidence adduced by the workman it is held that the workman is entitled to the relief of reinstatement to service with back wages.

It is a rule of law that for no work no remuneration is to be paid. In this case there is a long gap between the date of termination and this order after adjudication. During this intervening period no service has been rendered by the workman to management no. 2. Though the workman has stated that he has not been gainfully employed till now, it is felt that payment of 20% of the back wage to the workman from the date of his termination till reinstatement without interest will do justice in the circumstances. This point is accordingly answered. Hence, ordered.

### ORDER

The claim petition be and the same is allowed. It is held that termination of the workman by the management no. 2 is illegal and he is entitled to reinstatement to his service with Management no. 2 alongwith 20% of the back wage from the date of termination till the date of reinstatement. Management no. 2 is further directed to reinstate the workman to the service within 3 months from the date when this award would become executable and shall pay the back wages accordingly. On the event of nonpayment, the back wages so accrued, shall carry interest at the rate 12% Per annum from the date of notification of this award till the final payment is made. Copy be supplied to the parties and the record be consigned in the record room.

The reference is accordingly answered.

Dictated & Corrected by me.

PRANITA MOHANTY, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 868.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ इंडिया के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 74/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-12011/66/2011-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 868.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 74/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Jabalpur* as shown in the Annexure, in the industrial dispute between the management of Bank of India, and their workmen, received by the Central Government on 16.05.2019.

[No. L-12011/66/2011-IR (B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JABALPUR**

NO. CGIT/LC/R/74/2012

General Secretary,  
DainikVetanBhogi Bank KarmchariSangathan,  
F-1, TriptiVihar, Opp Engineering College,  
Ujjain.

...Workman/Union

**Versus**

General Manager,  
Bank of India, Head office,  
Bandra Kurla(E),  
Mumbai.

...Management

**AWARD****Passed on this 30<sup>th</sup> day of April 2019**

1. As per letter dated 20-6-2012 by the Government of India, Ministry of Labor, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947,hereinafter referred by word 'Act',as per Notification No.L-12011/66/2011-IR(B-II). The dispute under reference relates to:

**“Whether Shri Gopal Makwana is entitled for payment of bonus for the period from 17-2-97 to 24-7-2001? If so, what relief he is entitled to?”**

2. The case of the workman as stated in his statement of claim is that he has been in continuous engagement of the employer in Mandsor branch of the employer Bank as peon since 17-2-97 till 24-7-01 when he was disengaged without any notice or compensation hence he is entitled to bonus as per law.
3. This claim has been denied by the employers on the pleading that there never existed relationship of employer and employee between the parties. Workman was never employed by the Bank on regular basis. He was not employed against permanent and sanctioned post hence he is not entitled to bonus. Further it was pleaded that Branch Managers have been given power to engage labor on casual basis in case of exigency of work and persons so engaged are duly compensated by wages but they are not employees of the bank by any corner hence not entitled to bonus.
4. At evidence stage, workman filed bunch of photocopy of documents which have been denied by the employers. Workman did not examine himself or witness to prove these documents hence they cannot be read into evidence.
5. Workman further filed certified copy of his statement recorded in R/44/07, certified copy of statement of Mahendra Singh Makwana management witness recorded in R/44/07, certified copy of statement of Subhash Kulkarni recorded in R/19/00 & certified copy of circular filed in R/19/00. He has also filed photocopy of award passed in R/75/12 relating to another workman Lalchandra Chouhan.
6. Management has also not filed any document nor has examined any witness.
7. At stage of argument, Shri R.Nagwanshi, Union representative appeared for workman and Mr. A.K.Shashi for management. Argument from both sides have been heard. Both sides have filed written argument which is on record.. I have perused written argument as well as the record. After perusing the record in the light of rival argument, point which come up in the present case for consideration is as follows-

Whether workman Shri Gopal Makwana is entitled for payment of bonus for the period from 17-2-97 to 24-7-2001?

8. Case of both parties have already been detailed earlier. Burden lies on workman to prove his continuous engagement with the employers. He has not examined himself on oath nor has he proved any photocopy of document which he filed and were denied by employers. His representative refers to certain photocopy of statements of workman and other persons recorded in different cases but they are not relevant to the case in



hand because had the workman been examined or the witnesses whose statements he has filed been examined in the present case, the other side would have got opportunity to cross examine the witness in relation to the point in controversy in this case. Hence on the basis of above discussion, I am constraint to record the finding that workman has miserably failed in proving his case.

9. On the basis of above discussion, holding the case of the workman not proved, he is held not entitled for payment of any bonus for the period from 17-2-97 to 24-7-2001.

10. In the result, award is passed as under:-

“The workman Shri Gopal Makwana is not entitled for payment of bonus for the period from 17-2-97 to 24-7-2001.”

Dated : 30.4.2019

P.K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 869.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कानपुर (उ.प्र.) के पंचाट (संदर्भ संख्या 79/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-12011/44/2017-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 869.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 79/2017) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur(U.P.)* as shown in the Annexure, in the industrial dispute between the the management of Allahabad Bank and their workmen, received by the Central Government on 16.05.2019.

[No. L-12011/44/2017-IR (B-II)]

SEEMA BANSAL, Section Officer

#### ANNEXURE

**BEFORE SRI RAKESH KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOR COURT, KANPUR.**

#### Industrial Dispute No. 79 of 2017

**Between:** Allahabad Bank Staff Association (UP), Allahabad Bank, Hazaratganj Branch, Lucknow.

**And**

The Deputy General Manager, Allahabad Bank,  
Mandaliya Karyalay,  
1/142, Babu Gulab Rai Marg, Agra- 282005.

#### AWARD

1. Central Government, Mol & Employment, New Delhi vide notification no.L-12011/44/2017-IR (B-II), dated 02.11.2017, has referred the following dispute for adjudication to this tribunal-

“Whether the action of the management of the Divisional Office, Allahabad Bank, Agra in awarding punishment on Sri Sheoraj Singh of of “Be brought to down to two lower stage in the scale of pay by one stage”, is legal and justified? If not, to what relief the workman is entitled?”

2. After receipt of reference order from the Ministry, registered notices dated 23.11.2017 and 12.02.2019 were issued from the tribunal directing the Association to file claim petition supported with relevant documentary evidence by fixing dates for hearing of the case i.e., 22.12.17, 09.02.18, 17.04.2018, 19.06.2018, 07.08.2018, 09.10.2018, 14.11.2018, 17.01.2019, 06.02.2019, 27.03.2019, and on 08.04.2019, but strange enough to note that on none of the dates fixed in the case neither any representative of the Association raising the present dispute appeared in the case nor any claim petition was filed in the case.
3. On behalf of the management Sri Sharad Kumar Shukla and others have filed their authority letter to represent the management in the case on 22.12.2017.
4. By a bare perusal of the records, it is evident that the Association raising the present dispute on behalf of the workman, despite availing of sufficient and reasonable opportunities have palpably failed in discharging its obligation in filing the claim petition in support of its case, therefore, it is abundantly clear that neither the Association nor the workman is interested in prosecuting the present case.
5. Therefore, under the facts and circumstances, the case is adjudicated against the Union / Association holding that the Association/workman is not entitled for any relief for want of pleadings and proof.
6. Award in the present case is as above.

Dated : 09.05.2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 870.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूनियन बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय कानपुर (उ.प्र.) के पंचाट (संदर्भ संख्या 38/2018) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-12012/43/2017-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 870.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2018) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kanpur(U.P.)* as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 16.05.2019.

[No. L-12012/43/2017-IR (B-II)]

SEEMA BANSAL, Section Officer

#### ANNEXURE

**BEFORE SRI RAKESH KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOR COURT, KANPUR.**

Industrial Dispute No. 38 of 2018

Between: The Secretary, Union Bank Staff Association (UP),  
C/o Union Bank of India,  
Main Branch, 24/55 Birhana Road  
Kanpur (UP) 208001.

**And**

The General Manager,  
Union Bank of India,  
Field General Manager Office,  
Gomti Nagar,  
Lucknow.

**AWARD**

1. Central Government, Mol & Employment, New Delhi vide notification no.L-12012/43/2017-IR (B-II), dated 28.03.2018, has referred the following dispute for adjudication to this tribunal-

“1). Whether posting on promotion of Shri Satya Narayan Yadav from Dafry to Clerical Cadre to Lalitpur Branch from Akbarpur Branch, Kanpur Dehat vide Memorandum dated 16.11.2015 is violation of Bipartite Settlement Circular no. 3712 dated 08.03.1991?

2). If yes, whether the demand of the Union for his retention at Kanpur on promotion, is legal and justified? And what relief is the workman entitled to?”

2. After receipt of reference order from the Ministry, registered notices dated 16.04.2018 and 27.02.2019 were issued from the tribunal directing the Association to file claim petition supported with relevant documentary evidence by fixing dates for hearing of the case i.e., 10.06.18, 03.08.18, 10.10.18, 27.12.18, 26.02.19, 13.03.19, 25.03.19 and on 08.04.19, but strange enough to note that on none of the dates fixed in the case neither any representative of the Association raising the present dispute appeared in the case nor any claim petition was filed in the case.
3. On behalf of the management Sri Neeraj Shrama, has filed his authority letter to represent the management in the case..
4. By a bare perusal of the records, it is evident that the Association raising the present dispute on behalf of the workman, despite availing of sufficient and reasonable opportunities have palpably failed in discharging its obligation in filing the claim petition in support of its case, therefore, it is abundantly clear that neither the Association nor the workman is interested in prosecuting the present case.
5. Therefore, under the facts and circumstances, the case is adjudicated against the Union / Association holding that the Association/workman is not entitled for any relief for want of pleadings and proof.
6. Award in the present case is as above.

Dated : 07.05.2019

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 871.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोरपोरेशन बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बंगलोर के पंचाट (संदर्भ संख्या 66/1991) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-12012/113/1991-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 871.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 66/1991) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court*

*Bangalore* as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen, received by the Central Government on 16.05.2019.

[No. L-12012/113/1991-IR (B-II)]

SEEMA BANSAL, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BANGALORE

DATED : 08<sup>TH</sup> MAY 2019

PRESENT : Justice Smt. Rathnakala, Presiding Officer

**C.R No. 66/1991**

#### **I Party**

The Joint Secretary,  
Corporation Bank Employees  
Union (Regd),  
C/o K.P.B.E.F. No. 84,  
H-5, Manish Towers, J.C. Road,  
Bangalore – 560 002.

Advocate for I Party :  
Mr. K Dinakara Holla

#### **II Party**

The Chairman,  
Corporation Bank,  
Head Office,  
P.B. No. 38,  
Mangalore – 575 001.

Advocate for II Party:  
Mr. Pradeep S Sawkar

### AWARD

The Central Government vide Order No.L-12012/113/91-IR-B.II dated 30.09.1991 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 (for brevity 'the Act' hereafter) referred the following Industrial Dispute for adjudication.

“Whether the action of the management of Corporation Bank in terminating the services of Sh. D. Murthy, Janta Deposit Collector is justified? If not, to what relief is the workman entitled?”

1. The case of the 1<sup>st</sup> Party Union is the concerned workman Sh. D. Murthy, Janata Deposit Collector (JDC) was working at Anderson pet Branch of KGF Branch of the Respondent Bank. The Manager of the Bank issued a letter informing him that he ceases to be a J.D Collector forthwith; prior to that they had not issued any show cause notice and had not initiated Disciplinary Proceedings as per the procedure and practice of the Bank, and he was forced to keep a part of his earnings as security deposit. Accordingly, he had deposited Rs. 13,586.20/- on 30.04.1991, two fixed deposits of Rs. 2,000/- and Rs. 6,713.75 were due for maturity on 03.03.1992 and 01.06.1991 respectively. These security deposits are with held by the Bank, his request to the Management to reappoint him or refund the FD is condoned. He is unemployed. Hence, prayer for appointment with all consequential benefits.

2. The 2<sup>nd</sup> Party in its statement contradicted thus:-

The is not a workman as defined under section 2(s) of the Act, there is no master and servant relationship between the parties; his appointment order was made as per the terms and conditions set out in the order dated 28.02.1980 read with agreement executed by him, on the said date he was not getting wages but only commission of the collection; he was not subject to normal working hours of the Bank, his appointment was purely on contract basis. He had collected a sum of Rs. 3,495/- on three days i.e. 13, 14 and 15 of August 1988, but did not deposit the amount, when he was called at the Branch on 16.08.1988. On 19.08.1988 he deposited Rs. 2,380/- towards Janata Deposit Collections, when the Branch Manager enquired about the short fall of Rs. 1,115/- he did not give any satisfactory explanation. The Branch Manager submitted a report to the Higher Authorities at Bangalore. The JDC agreement was terminated on 14.11.1988; in the 'Honnudi' Local Kannada Daily, notice was published. When he requested to release his security deposit he was called upon to

surrender the JDC identity card besides bringing 2 sureties for identification, but he did not turn up. His termination is in order.

3. After completion of pleadings, 2<sup>nd</sup> Party adduced evidence of MW-1/ the Internal Auditor of 2<sup>nd</sup> Party. He had reiterated the allegation of the 2<sup>nd</sup> Party. The 1<sup>st</sup> Party failed to cross examine him and witness was discharged without cross examination. The witness had marked Ex M-1 a Apology letter addressed by the workman to the Bank, Ex M-2 is the letter of the Manager to the 1<sup>st</sup> Party, Ex M-3 the letter of the Manager dated 14.11.1988 whereby the 1<sup>st</sup> Party ceased to be J.D Collector, Ex M-4 is the Kannada Local Daily informing the public that the workman has no authority to collect the deposit on behalf of the Bank, Ex M-5 is the letter addressed by the Manager to the Regional Manager for permission to close the Janata Deposit Accounts served by the 1<sup>st</sup> Party workman. Evidence of MW-1 remained unchallenged in the absence of rebuttal evidence.
4. On earlier occasion this Tribunal had passed award on 30.04.2002 against the 2<sup>nd</sup> Party and the matter was taken to the Hon'ble High Court by the 2<sup>nd</sup> Party, the award was quashed by the Hon'ble High Court with direction for reconsideration. Though liberty was given further evidence is not adduced since 1<sup>st</sup> Party as remained absent. By way of memo it is placed on record that J.D scheme is abandoned by the policy of the 2<sup>nd</sup> Party. Similar policy decision is endorsed by the Apex Court in its Judgment of A.P. Bank Deposit Collectors Association and Another vs State Bank of India & Another dated 28.02.2008 Civil Case No. 79/2005. It has been the settled position of law when the workman admits the guilt there is nothing for the Management to enquire further. Vide letter Annexure-M he has admitted his guilt and apologised.
5. In the circumstance it is inevitable to hold that the 2<sup>nd</sup> Party has rightly terminated the service of the workman consequent upon the misconduct committed by him. The misconduct is bound to have further ramification on the Business of the Bank. The 1<sup>st</sup> Party workman is not entitled for any relief under this reference.

#### AWARD

#### The reference is rejected

(Dictated, corrected and signed by me on 08<sup>th</sup> May, 2019)

JUSTICE SMT. RATHNAKALA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 872.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, ईरनाकुलम के पंचाट (संदर्भ संख्या 44/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-35011/2/2004-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 872.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/2013) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court* Ernakulam as shown in the Annexure, in the industrial dispute between the management of Cochin Port Trust and their workmen, received by the Central Government on 16.05.2019.

[No. L-35011/2/2004-IR (B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE****BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
ERNAKULAM**

Present: Shri. V.Vijaya Kumar, B.Sc., LL.M, Presiding Officer.  
(Friday the 3<sup>rd</sup> day of May, 2019)

**ID No. 44 of 2013**

Union : The General Secretary,  
Cochin Port Staff Association,  
Wellington Island, Cochin

By Adv. N.K. Karnis

Management : The Chairman,  
Cochin Port Trust,  
Wellington Island, Cochin.

By M/s B.S. Krishna Associates

This case coming up for final hearing on 03.05.2019 and this Tribunal-cum-Labour Court on 03.05.2019 passed the following:

**AWARD**

In exercise of the powers conferred by clause (d) of Sub-section(2A) of Section 10 of Industrial Disputes Act, 1947 (Act 14 of 1947) the Government of India, Ministry of Labour by its order No.L-35011/2/2004-IR(B-II) dated 11/09/2013 referred the following dispute for adjudication by this Tribunal.

1. The dispute referred for adjudication is;  
**“Whether the decision of the Management of Cochin Port Trust, Cochin to exclude house rent allowance for calculation of overtime is fair, proper and justified.”**
2. The Union entered appearance and filed the claim statement. According to the Union the issue was taken up for conciliation before the Assistant Labour Commissioner (Central), Ernakulam and the conciliation failed. The Central Government declined to refer the case for adjudication and hence the Union approached the Hon’ble High Court of Kerala in Writ Petition number 36430/2004. Vide its judgment dated 06/06/2013 the Hon’ble High Court directed the Government to refer the dispute for adjudication before this Tribunal. As per the Minimum Wages Act, overtime wages at double the wages are payable to the employees working overtime. Wages include house rent allowance also as per definition in the Section 2(h) of the Minimum Wages Act. This benefit was extended to the employees by the Management. The Wage Board constituted by Government of India in 1964 resolved to continue the practice. It was again included in the settlement dated 02/08/2000. Hence the employees of the Management were paid overtime wages quantified by including house rent allowance. While so the Management issued a circular dated 21/04/2003 stating that the benefit will not be extended to employees not covered by Minimum Wages Act with effect from 01/04/2003. The action of the Management in stopping a benefit which was available to the employees for a long period by issuing a circular is irregular, illegal and is not justified.
3. The Management filed their written statement stating that the Government of India, Ministry of Shipping by their letter dated 28/02/2003 had directed the Management to discontinue the practice of including House rent allowance for calculation of overtime allowance in respect of the employees not covered under the Minimum Wages Act. In compliance with the above orders, the Management issued a circular dated 21/04/2003. This dispute was taken up before the Conciliation Officer and the Conciliation Officer directed the Management to maintain status quo. The Government declined to refer the case for adjudication on the ground that the procedure adopted earlier to include the element of house rent allowance for the purpose of calculation of overtime wages has been discontinued as a result of anomaly

pointed out by the Audit Department. The Union again approached the Regional Labour Commission (Central) and the Regional Labour Commission (Central) directed the Management to defer the implementation. The Union approached the Hon'ble High Court and the Hon'ble High Court directed Government of India to refer the dispute to Central Government Industrial Tribunal Cum Labour Court for adjudication. According to the Management the inclusion of house rent allowance for calculating overtime benefits is not correct since the employees staying in quarters are not entitled for house rent allowance but will be entitled for house rent allowance for calculating the overtime payment. Further it is also pointed out that if an employee works overtime and the element of house rent allowance is included in the overtime wages he will be getting double payment of house rent allowance. There is no violation of Section 9A of the Industrial Disputes Act 1947. The Management through the above referred circular was making a correction of the mistake that they have committed by giving overtime wages on inadmissible house rent allowance.

4. On completion of pleadings, the union examined WW 1 and marked exhibits W 1 to W 15. Marking of W 11 was objected by the Management. However the Union produced original documents for verification. The Management examined MW1 and marked document Exbt. M 1 to M 9.
5. Hence the issue to be decided in this reference is;  
Whether the decision of the Management of Cochin Port Trust, Cochin to exclude house rent allowance for calculation of overtime is fair, proper and justified.?
6. The Union's case is that inclusion of house rent allowance in calculation of overtime allowance is in vogue even before 1964 wage settlement (Exbt. W 11). The Central Wage Board resolution for Port and Dock workers 1964 clearly indicates the existence of this practice prior to 1964. This provision of wage settlement in 1964 was included in all subsequent wage settlements for the employees of Port Trust. This is clear from Exbts. W 12, W 13, W 14 and W 15.
7. According to the Management the Government of India attempted to correct an anomaly which was in existence for quite long time and accordingly a direction was issued to stop the inclusion of house rent allowance in calculation of over time allowance. Though a decision to this effect is taken by the Board of Port Trust as instructed by Government of India the same could not be implemented because of various interventions. The Management also pleaded that Section 9A notice under Industrial Disputes Act 1947 is not required as it is only a correction of an anomaly pointed out by the Audit as per the direction of Government of India.
8. It is not possible to agree with the argument of the Learned Counsel for the Management that Section 9A Notice is not called for in the present case. As already pointed out the inclusion of house rent allowance in overtime allowance is part of various wage settlements from 1964. Any change in the terms of settlement without notice under section 9A of Industrial Disputes Act is irregular and illegal. As pointed by Hon'ble High Court of Madras in **Thanthai Periyar Pokkuvarthu Kazhaka Oozhiyar Sangham vs Management of Tamilnadu State Transport Corporation**, 2005 LLR 780 (Mad.), the benefits which have been approved through settlement cannot be withdrawn unless notice under Section 9A of the Industrial Disputes Act is given.
9. In this case it is seen that the Government of India direction came as per Exbt. M 1 order dated 28/02/2003 and same was ordered to be implemented vide Exbt. M 2 dated 21/04/2003 from 01/04/2003 and Section 9A notice is issued vide Exbt. W 5 dated 25/09/2003. Hence the Exbt. M 2 order dated 21/04/2003 is irregular and illegal.
10. Coming to the issue under reference it was argued by the Counsel for the Management that an employee provided with staff quarters by the Management will not be entitled for house rent allowance whereas an employee residing in his own house is entitled to house rent allowance. An employee staying in quarters, though not entitled for house rent allowance, while calculating overtime allowance takes into account house rent allowance which he is not otherwise entitled to, as per the present calculation. Further an employee staying in his own house is entitled for house rent allowance. But when his overtime allowance is calculated one more house rent allowance is accounted thereby he will be getting double house rent allowance. Though the counsel for the Union did not appear on 16/11/2018, 15/01/2019 and 07/03/2019 when the matter was finally posted for hearing, the only defense taken by the Union is that only 10 percent of the employees stay in staff quarters. This means that 90 percent of the employees are entitled for double house rent allowance if and when they do overtime work. On a perusal of Exbt. W 11 it is very clear that

there was difference in opinion among the members of Wage Board regarding this benefit in 1964 itself and the same was agreed to be continued only because it is a practice going on for a long time.

11. After perusal of the pleadings, evidence, both oral as well as documentary I am of the considered view that the decision of the Management of Cochin Port Trust to exclude house rent allowances for calculation of overtime allowance is just and proper. Hence the issue is decided in favour of the Management.

In view of the above an award is passed in favour of Management holding that the decision of the Management of Cochin Port Trust, Cochin to exclude house rent allowance for calculation of over time allowance is fair, proper and justified. However the decision shall be implemented prospectively considering the fact that proper procedure is not followed before issuing the executive order dated 21/03/2004.

The award will come into force one month after publication in the Official Gazette.

Dictated to the Assistant transcribed and typed by him and passed by me on this 3<sup>rd</sup> day of May, 2019.

V.VIJAYA KUMAR, Presiding Officer

#### APPENDIX

##### Witness for the Union

WW1                      01/01/2016                      -      Radhakrishnan

##### Witness for the Management

MW 1      -                      13/05/2016                      -      Sri.N. Pradeepkumar

##### Exhibits for the Union

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1. W 1 – Circular dated 21/04/2003.
2. W 2 – Letter No. LB – 12012/1/2002-RO dated 28/02/2003 from Ministry of Shipping to Chairman Port Trust.
3. W 3 – Strike notice dated 25/04/2003 Cochin Port Staff Association.
4. W 4 – Memorandum of understanding dated 11/08/2003.
5. W 5 – Form E notice of change of service conditions proposed by the employer dated 25/09/2003.
6. W 6 – Minutes of meeting held on 19/04/2004.
7. W 7 – Order number L-35011/2/2004-IR(B-II) dated 29/09/2004 from Under Secretary, Ministry of Labour.
8. W 8 – Circular dated 10/12/2004 from Secretary, Cochin Port Trust.
9. W 9 – Interim order dated 16/12/2004 in repetition no. 36430/2004.
10. W 10 – Final order of H HC of Kerala in repetition no. 36430/2004.
11. W 11 – Wage Board recommendation resolution dated 13/11/1964 (Marked subject to objection. Copy of the original resolution produced).
12. M 12 –Protection of existing benefits.
13. M 13 – Settlement on wage revision with effect from 01/01/1997.
14. M 14 – Settlement on wage revision with effect from 01/01/2007.
15. M 15 – Settlement on wage revision with effect from 01/01/2012.

##### Exhibits for the Management

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1. M 1 - Letter No. LB – 12012/1/2002-RO dated 28/02/2003 from Ministry of Shipping to Chairman Port Trust.
2. M 2 – Circular No. A8/158/OT/99-S dated 21/04/2003 of Secretary, Cochin Port Trust.
3. M 3 – Circular No. A8/158/OT/99-S dated 06/05/2003 of Secretary, Cochin Port Trust.
4. M 4 – Letter No. A8/158/OT/99-S dated 18/10/2003 from Secretary, Cochin Port Trust to Secretary, Government of India.
5. M 5 – Copy of letter of Government of India, Ministry of Labour dated 29/09/2004.
6. M 6 - Circular No. A8/158/OT/99-S dated 10/12/2004 issued by Secretary, Cochin Port Trust.
7. M 7 - Circular No. A8/158/OT/99-S dated 16/12/2004 issued by Secretary, Cochin Port Trust.
8. M 8 – The relevant page of report of Wage Revision Committee for Port and Dock workers January, 1977.
9. M 9 – The Judgment of the H HC of Kerala in repetition No. 36430/2004.



नई दिल्ली, 16 मई, 2019

**का.आ. 873.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कोलकत्ता के पंचाट (संदर्भ संख्या 12/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुए थे।

[सं. एल-12011/123/2005-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 873.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2006) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court Kolkata* as shown in the Annexure, in the industrial dispute between the management of Allahabad Bank and their workmen which were received by the Central Government on 16.05.2019.

[No. L-12011/123/2005-IR (B-II)]

SEEMA BANSAL, Section Officer

**ANNEXURE****CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA****Reference No. 12 of 2006****Parties:** Employers in relation to the management of Allahabad Bank**AND****Their workmen****Present:** Justice Ravindra Nath Mishra

...Presiding Officer

**Appearance:**

On behalf of the : Mrs. Sreeja Rani S, Senior Manager (Law)

...Management

On behalf of the : Mr. Chira Ranjan Kanjilal, Vice President of the union.

...Workmen

Dated: 8<sup>th</sup> May, 2019.

Industry: Banking.

**AWARD**

Factual aspect of the case is that the post of Computer Operator in Allahabad Bank is allowance carrying clerical grade post. As per settlement dated 25<sup>th</sup> September, 1995 (Circular No. 4268) persons who passed in aptitude test shall be eligible for selection to the post of Computer Operator/Data Entry Operator. According to above circular the management of the bank was required to conduct aptitude test every year and to maintain a list of successful employees. Once the employee is qualified in the aptitude test, he need not reappear in the subsequent aptitude test. It has been further provided in the circular that as and when vacancy occurs, options will be invited from the employees who had earlier qualified in the aptitude test. After receipt of options from the employees the management was required to prepare a list in terms of seniority. The management of Allahabad Bank held first aptitude test on 10<sup>th</sup> March, 1996. About 195 persons were declared passed in the said aptitude test. The workman concerned, Shri Naba Kumar Dey also passed the test. The management again declared on 28<sup>th</sup> October, 1996 the date of second aptitude test to be taken on 19<sup>th</sup> January, 1997 vide circular No. 5169. The management on 20<sup>th</sup> December, 1996 declared 99 vacancies of CO/DEO and options accordingly were invited. Management issued a circular on 17<sup>th</sup> January, 1997 for posting of 99 CO/DEO on the basis of seniority from the first panel on 10<sup>th</sup> February, 1997. Shri Naba Kumar Dey and about 96 others could not be posted and remained in the panel. In second aptitude test about 211 persons were declared passed, but the management mixed the panel of previous 96 persons with these 211 persons and prepared a fresh list of 307 persons on the basis of seniority, as a result of which juniors of the first panel went behind the seniors of second panel. The concerned workman also went

behind in clubbed panel due to this. The action of the management was protested by the union, but the problem could not reach the solution due to suppression of vacancies of CO/DEO, hence locking of permanent selection of CO/DEO. Bank management, however, is continuously allowing officiation of post of CO/DEO and despite great number of vacancies the workman, Shri Naba Kumar Dey is in waiting panel for selection. An industrial dispute arose between the employer and the employees which has been referred by the Government of India to this Tribunal for adjudication vide Order No.L-12011/123/2005-IR(B-II) dated 20.04.2006 in following terms:

- “(1) Whether the action of the management of Allahabad Bank in clubbing or merging the panel prepared after conducting a test held in the year 1996 with the panel prepared after the test held in 1997 in respect of Data Entry Operator/Computer Operator is justified?”*
- “(2) Whether the employees though passed in the test held in 1996, but who were not appointed or designated as “Computer Operator or Data Entry Operator” should be kept senior to the persons who got qualified in the 1997 test?”*
- “(3) Whether Mr. Naba Kumar Dey, Clerk presently carrying out the duties of “Data Entry Operator/ Computer Operator” at Makardah Branch, Dist. Howrah and who has already passed the aptitude test, and who is being utilized as “Data Entry Operator/Computer Operator” by the Allahabad Bank, by paying some officiating allowance, is entitled to be re-designated as Data Entry Operator/Computer Operator or not? If not, to what relief Mr. Naba Kumar Dey is entitled?”*

2. After above reference, the union espousing the cause of the workman concerned filed statement of claim claiming that the workman, Shri Naba Kumar Dey should be posted as permanent CO/DEO. He should also be allowed to officiate in the post of permanent CO/DEO as the existing officiating clerk allowed by the management has not qualified in the aptitude test. It has further been claimed that Shri Naba Kumar Dey is deprived of getting permanent posting/officiating post of Computer Operator for which he was entitled to get Computer Operator Allowance of Rs.633+DA+HRA per month from July, 1999 to October, 2002 as per 7<sup>th</sup> bipartite settlement and Rs.910+DA+HRA since November, 2002 as per 8<sup>th</sup> bipartite settlement.

3. The management in its reply denied the allegations made by the union and pleaded inter alia that there exists no valid industrial dispute as the union raising dispute is not recognized union and therefore, it has no locus standi. It is also pleaded that there is no clubbing or merging of the panels of 1996 and 1997 in respect of CO/DEO. There is no compulsion under the rules that all the employees who passed the test in 1996 but not appointed, should be kept senior to those employees who passed the test in 1997. As per settlement dated 12<sup>th</sup> September, 1995 seniority is reckoned area-wise upon receipt of option from the employees who have passed the aptitude test. Seniority according to aptitude test is not contemplated. Shri Naba Kumar Dey is not entitled to be re-designated as Computer Operator in view of the fact that exercise of regular filling of the post of Computer Operator as per process laid down in the rules has not been decided by the management. Right to the designation of Computer Operator accrues only after an employee who passed the aptitude test is selected for posting as Computer Operator. Shri Dey was given opportunity to apply for the declared vacancies of Computer Operator but he was very selective and he opted for some branches where the persons senior to him had applied. Shri Dey qualified in the aptitude test and was empanelled also but he could not be offered the post of Computer Operator due to reasons that offer of posting was made on the basis of inter area seniority of the concerned candidate. Till vacancies are duly filled up officiation is allowed and done to meet the temporary exigency as per rule.

4. Rejoinder was filed by the union disputing all the averments made in the written statement of the management.

5. The management of the bank again filed its reply to the rejoinder of the union wherein it is averred that the post of Data Entry Operator is required for smooth functioning of day-to-day works of the bank, therefore, the management initiated selection process for appointment of CO/DEO and in terms of settlement successful candidates required to exercise options. The workman concerned did not fill all the columns of application for appearing in the aptitude test. The Regional Office processed the application in good faith and the workman was offered the assignment of Computer Operator at Beliaghata Branch of the bank as per his seniority which was calculated on the basis of information furnished by the workman. Subsequently while consulting C.R. file of the workman it was found that in the said application the workman deliberately made false statement in respect of his date of birth and date of appointment. He mentioned his date of birth as 20<sup>th</sup> April, 1959 instead of 20<sup>th</sup> April, 1956. Had the workman not practiced above fraud, he would not have got the offer of assignment, therefore, he was reverted back to his original position. The action of the management is strictly in accordance with the service condition of the workman. Facts regarding officiation of post by non qualified clerks are beyond the subject matter of reference.

6. The workman concerned examined himself as WW-01 and on behalf of the bank MW-01, Shri Debojyoti Paul, MW-02, Shri Ashim Pramanick and MW-03, Shri Krishnasis Chatterjee have been examined. Apart from this, documentary evidences were also filed which shall be taken up at the relevant point of time.

7. Before dwelling upon the merit of the case it would be just and proper to deal with issue of maintainability as raised by the management. The management in its written statement has pleaded that there exists no valid industrial dispute as the union raising dispute is not a recognized union. It has been settled in various cases that espousing of the cause of the workman by a union is not essential. What is required is espousal of cause by a body of workmen, it may a union or a considerable number of workmen having common cause with the individual workman. Thus collective interest in the cause of workman makes an espousal valid to convert individual dispute into industrial dispute. In the present case it is not disputed that the dispute has been espoused by the union connected with the industry. In **Express Newspaper Private Ltd. v. 1<sup>st</sup> Labour Court, West Bengal & Others**, 1959 (60) 17 FJR 413 (Cal) it is held that a dispute is an industrial dispute even where it is sponsored by a union which is not registered, but the trade union must be connected with the employer or the industry concerned. Thus even if the union espousing the cause of the workman in the present case is not a recognized union, it has no bearing for conversion of an individual dispute in an industrial dispute.

8. Now coming to the facts of the present case, the answer of the question referred to this Tribunal depends upon the interpretation of settlement dated 20<sup>th</sup> September, 1995 (Circular No. 4268) and subsequent Circular No. 4379 issued by Allahabad Bank on 22<sup>nd</sup> January, 1996 with regard to selection of CO/DEO. This fact is not disputed that on 12th September, 1995 memorandum of settlement was recorded between the management of Allahabad Bank and their workmen in the matter of filling of the vacancies of CO/DEO. According to settlement the management shall conduct aptitude test for CO/DEO every on the basis of area in which the employees in clerical grade shall be eligible. It is further provided in the settlement that list of all successful employees shall be maintained by the management and as and when vacancy occurs, options would be invited from the employees who had already qualified in the aptitude test on the basis of area. After receipt of options, list would be prepared in terms of seniority.

9. It has been alleged by the union that though management of the bank held the aptitude tests in the year 1996 and 1997 and prepared list of successful candidates, the management without any authority merged the panel prepared in the year 1996 with the panel prepared after the test in the year 1997. The management has denied merging of two panels in respect of CO/DEO. From the records it is established that after the settlement of 1995 an aptitude test was conducted by the bank in the year 1996 and a panel of 195 successful candidates to be posted as against existing vacancies was also prepared. Thereafter second aptitude test was held on 19<sup>th</sup> January, 1997 in which 211 employees were declared passed. In the list of first aptitude test the workman concerned, Shri Naba Kumar Dey is shown at Serial No. 69. It is not denied by the management that subsequent aptitude test was held in which 211 employees stood passed, but ignoring terms of settlement in which merger of panels are not provided, the management appears to have merged the two panels and prepared a combined list of 310 employees was prepared. Copy of which is Ext. W-15. In this combined list the workman concerned, Shri Naba Kumar Dey is shown at Serial No. 54. Thus it is established that the panels prepared in the year 1996 and the second panel prepared in the year 1997 were merged without any authority from the settlement of 1995. The argument of the management contrary to it is without any basis.

10. The second question referred is with regard to anomaly in seniority of the employees while merging the two panels in as much as the employees included in the first list but not appointed were made junior to the employees who passed the second aptitude test. The management has pleaded that there is no compulsion under the circularized rules that employees who passed in the test held in 1996 but not appointed should be kept senior to those employees who qualified in second aptitude test held in the year 1997. Answer to this issue can be traced out in the terms of settlement dated 12.09.1995. From the terms of settlement it is evident that list of successful candidates shall be prepared by the management and as and when vacancy occurs the successful candidates would be invited to give options for the posting. It is also evident that an employee who is qualified in the aptitude test need not reappear in the subsequent aptitude test. Thus it appears that the list of successful employees is treated in the settlement as waiting list. The first list is intended to be valid till the successful candidates are posted as against existing vacancies, otherwise there was no need to mention that an employees once qualified need not reappear in subsequent test. It has already been seen while answering the question that in the terms of settlement merger of two panels is not provided. Hence both the panels have to be kept independently. Now coming to the list of successful employees in first aptitude test and combined list prepared after the second aptitude test, it appears that the employees who had qualified in the first aptitude test but not appointed as Computer Operator and placed lower in the first list have been kept junior to the employees who qualified in the second aptitude test. To name few of such employees, it would be suffice to say that Shri Subir Mukherjee, Shri Arindum Bose, Shri Pinaki Bhattacharjee and Miss Sima Biswas who were at Serial No. 96, 182, 184 and 195 have been placed at Serial No. 304, 307, 268 and 297 respectively. Fixation of seniority of above employees in combined list is beyond comprehension, but it is established that the employees who stood at bottom of first list have been placed again at the bottom of combined list to make them junior in the combined list also whereas the terms of settlement are otherwise. It is true that the seniority is to be decided area-wise as contended by the management. In that case also the seniority list should have been prepared area-wise. From the perusal of list of first aptitude test or the combined list it does not appear that the seniority of employees has been shown according to area in which they were posted or according to the area opted for. In the first list Shri I.K. Kundu Chowdhury posted at Head Office has been placed much below Shri Subrata Chatterjee also posted at Head Office. Thus posting in the area has not been taken as a basis for fixing seniority. Be that

as it may, the settlement of 1995 provides that the aptitude test shall be held every year in accordance with the existing vacancy. It also provides that the employee who has passed the test, need not re-appear in test again. The underlying meaning of the above terms of settlement is that all successful employees must be given post of Computer Operator/DEO before second aptitude test, otherwise the existing vacancy for the purpose of second aptitude test cannot be determined. Therefore the employees who are successful in first aptitude test are invariably senior to the successful employees of the second panel. Otherwise interpretation of terms of settlement would place the employees successful in first aptitude test but not appointed, in a situation in which knife cuts on both sides. Such an employee, on one side is not given posting of Computer Operator and on other side he is not permitted to re-appear in second test. Hence the successful employees in the first test are invariably to be placed senior to the successful employees of second aptitude test.

11. As it has already been seen above, the list once prepared has to be exhausted. The employees whose name appeared in the first list would certainly be senior to the employees who passed subsequently not for purpose of service but for the purpose of posting as CO/DEO which is a special allowance carrying post.

12. Now coming to the case of Shri Naba Kumar Dey it is not disputed that he passed aptitude test held in 1996 and his name appeared in the first list at Serial No. 69. The management at the first instance denied that he was under the zone of consideration because after receipt of options he was found to be junior to the employees in the branches he had opted for. Therefore, the case of the management is that Shri Naba Kumar Dey was not given posting as Computer Operator, but subsequently after filing of rejoinder and the documents the management changed its stand and by filing a reply to the rejoinder of the union, it has been pleaded that Shri Naba Kumar Dey came in seniority and was also posted in Beliaghata Branch, but after his posting it was found that he had played fraud on the bank by wrongly mentioning his date of birth as 20<sup>th</sup> April, 1959 instead of his actual date of birth which was 20<sup>th</sup> April, 1956. It has been further pleaded that the workman concerned joined the bank as Peon-cum-Farash on 16<sup>th</sup> April, 1982 and was posted to Clerk-cum-Cashier on 16<sup>th</sup> September, 1991, but his initial date of appointment is 16<sup>th</sup> September, 1987. Therefore, on detecting fraud played by the workman concerned he was removed from the post of Computer Operator.

13. The approach of the management appears to be whimsical and incomprehensible. The date of birth cannot be said to be relevant to decide seniority of an employee. According to settlement of 1995 list of successful employees shall be prepared on the basis of area-wise seniority. Admittedly the workman had joined the service of bank on 16.08.1981 as Peon-cum-Farash. Thereafter he was promoted as Clerk-cum-Cashier on 16.09.1991 but it is not explained as to how notional date of appointment was fixed as 16.09.1987.

14. Moreover the Circular No. 4379 issued by the bank on 22<sup>nd</sup> January, 1996 mentions that after submission of applications by the employees the same shall be sent by the branches to the Regional Office and the Regional Office in its turn after scrutiny of applications sent the same to the Zonal Office and it was the duty of the Zonal Office to prepare a consolidated statement of such applications on verification of data. Thus, if any wrong date had been mentioned by the workman concerned, the Zonal Office must have verified the data submitted by the employee. But it is not the case of the management, instead the workman concerned was given posting as Computer Operator with effect from 10<sup>th</sup> February, 1997 where he remained posted for two months and also drew salary accordingly. The workman concerned has filed pay slips for the month of March, 1997 and April, 1997 which are Ext. W-17.

15. Thus, it is established that due to unfair and illegal action of the management the workman concerned, Shri Naba Kumar Dey was deprived of what was due to him. It is not disputed that his services have been utilized as Computer Operator after payment of some officiating allowance. Hence he was entitled to be re-designated as Computer Operator but as the workman has retired, he cannot be re-designated as Computer Operator. However, he is entitled for special allowance since July, 1999.

16. Award is passed accordingly giving answer to all the three questions as below: -

- (1) The action of the management of Allahabad Bank in clubbing or merging the panel prepared after conducting a test held in the year 1996 with the panel prepared after the test held in 1997 in respect of Data Entry Operator/ Computer Operator is not justified.
- (2) The employees who passed in the test held in 1996, but not appointed or designated as Computer Operator/Data Entry Operator should be kept senior to the persons who got qualified in 1997 test.
- (3) Since the workman concerned, Shri Naba Kumar Dey was deprived of what was due to him, he was entitled to re-designated as Computer Operator. But as he has retired, he is entitled only for special allowance from July, 1999 till the date of his retirement.

Dated: Kolkata,  
the 8<sup>th</sup> May, 2019

JUSTICE RAVINDRA NATH MISHRA, Presiding Officer

नई दिल्ली, 16 मई, 2019

**का.आ. 874.**—औद्योगिक विवाद अधिनियम, 1947 (947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक आफ महाराष्ट्र बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय सं. 2, मुम्बई के पंचाट (संदर्भ संख्या **31/2012**) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.05.2019 को प्राप्त हुआ था।

[सं. एल-12012/92/2011-आई आर (बी-II)]

सीमा बंसल, अनुभाग अधिकारी

New Delhi, the 16th May, 2019

**S.O. 874.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2012) of the *Cent.Govt.Indus.Tribunal-cum-Labour Court No. 2 Mumbai* as shown in the Annexure, in the industrial dispute between the management of Bank of Maharashtra Bank, and their workmen, received by the Central Government on 16.05.2019.

[No. L-12012/92/2011-IR (B-II)]

SEEMA BANSAL, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

**Present:** M. V. Deshpande, Presiding Officer

**REFERENCE NO.CGIT-2/31 of 2012**

**EMPLOYERS IN RELATION TO THE MANAGEMENT OF**

**BANK OF MAHARASHTRA & ANR.**

The Manager,  
Bank of Maharashtra,  
Banda Branch, Sawantwadi,  
Distt. Sindhudurg, Maharashtra.

**AND**

**THEIR WORKMEN.**

Shri Vishnu Govind Bandekar,  
A/P: Banda, Harijinwadi, Tal. Sawantwadi,  
PO : Box. No. 90,  
Distt. Sindhudurg  
Maharashtra.

#### APPEARANCES:

FOR THE EMPLOYER : Mr. M. B. Anchan  
Advocate

FOR THE WORKMEN : Absent

Mumbai, dated the 9<sup>th</sup> April, 2019.

#### AWARD

1. This is reference made by the Central Government in exercise of powers under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide Government of India, Ministry of Labour & Employment, New Delhi vide its order No. L-12012/92/2011 – IR (B-II) dated 29.05.2012. The terms of reference given in the schedule are as follows :

*“1. Whether the action of the management of Bank of Maharashtra, Banda Branch in terminating the service of Shri Vishnu Govind Bandekar w.e.f. 15.5.2006 is legal and justified ? To what relief the workman is entitled ?*

2. After the receipt of the reference, both the parties were served with the notices.
3. On going through Roznama, it appears that the concerned workman is absent since 25.3.13. He has not filed affidavit in support of the claim. Hence there is no evidence on record in support of the claim of the concerned workman.
4. In view of that the reference is liable to be rejected for want of evidence.
5. Hence the reference is rejected for want of evidence with no order as to costs. Hence Order.

**ORDER**

Reference is rejected for want of evidence with no order as to costs.

Dated : 9.4.2019

M.V. DESHPANDE, Presiding Officer